



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL- FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord's agent, R.X. (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on May 20, 2020 and has submitted a copy of the Canada Post Customer Receipt and Tracking label as confirmation.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act via Canada Post Registered Mail on May 20, 2020 with the notice of hearing package and the submitted documentary evidence. Although the tenant failed to attend or submit any documentary evidence, I find that the tenant is deemed sufficiently served as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks a monetary claim of \$6,250.00 which consists of:

\$3,075.00	Unpaid Rent, April 2020
\$3,075.00	Unpaid Rent, May 2020
\$100.00	Filing Fee

The landlord stated that on April 15, 2020 a decision was issued pursuant to the Direct Request Process. The landlord was granted an order of possession and a monetary order for \$3,175.00 as a result of the landlord issuing a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord stated that the tenant vacated the rental unit on June 1, 2020.

The landlord now seeks a monetary claim of \$6,250.00 for unpaid rent for April and May 2020. The landlord further stated that as of the date of this hearing no rent has been paid for April or May 2020.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the undisputed affirmed evidence of the landlord and find that the landlord has provided sufficient evidence that the tenant vacated the rental unit on June 1, 2020 and failed to pay any rent for April and May 2020 at \$3,075.00 per month. On this basis, I find that the landlord is entitled to recovery of unpaid rent for \$6,150.00.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$6,250.00.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 28, 2020

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Residential Tenancy Branch