



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PTR Development Holdings Ltd.,  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed on September 28, 2020, under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent and to recover the cost of the filing fee.

On September 25, 2020, the landlord file a request to amend their application to claim for damages.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on August 19, 2020, a Canada post tracking number was provided as evidence of service, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

The landlord’s agent testified the request for amendment was served on the tenant by registered mail on September 25, 2020, which was sent to the rental unit as the tenant did not provide a forwarding address. A Canada post tracking number was provided as evidence of service.

In this case, the landlord's agent stated that the tenant had vacated the rental unit on September 5, 2020, as the tenant was not living at the rental address at the time the amended was served. I cannot deem the tenant was properly served. Therefore, I will not consider the request to amend.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The tenancy began on July 1, 2019. Rent in the amount of \$1,900.00 was payable on the first of each month. The tenant paid a security deposit of \$950.00 and a fob deposit of \$75.00. The tenancy ended on September 5, 2020.

The landlord claims as follows:

a.	Unpaid rent for April 2020	\$1,200.00
b.	Unpaid rent for May 2020	\$ 900.00
c.	Unpaid rent for June 2020	\$ 400.00
d.	Unpaid rent for August 2020	\$1,900.00
e.	Prorated rent for September 2020	\$ 316.67
f.	Less credit	\$(1,000.00)
g.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$3,816.67</b>

The landlord's agent testified that the tenant failed to pay rent as stated above. The landlord stated that the tenant was having difficulties paying the rent and that they agreed to give the tenant a one-time credit of \$1,000.00. The landlord seeks a monetary order in the above amount.

The landlord's agent testified that they do not want the security deposit applied to this amount because the tenant failed to participate in the move-out condition inspection and that they have extinguished their rights to the return of the deposit, and that there were damages to the rental unit, and the tenant failed to return the keys and the fob.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Rules about payment and non-payment of rent are defined in Part 2 of the Act.

#### **Rules about payment and non-payment of rent**

**26** (1) *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

...

I accept the undisputed testimony of the landlord's agent that the tenant failed to pay all rent owed. I find the tenant has breached section 26 of the Act, and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover unpaid rent, less the credit in the total amount of **\$3,716.67**.

I find that the landlord has established a total monetary claim of **\$3,817.67** comprised of the above described amount and the \$100.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order.

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: December 02, 2020

---

Residential Tenancy Branch