



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR, OPRM-DR, FFL

### Introduction

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

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlord's agent, S.L. (the landlord) attended the hearing 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 on December 11, 2020 via Canada Post Registered Mail. The landlord confirmed that out of 21 document evidence files provided to the Residential Tenancy Branch, 4 were not served to the tenant. The landlord stated that the initial 17 documentary evidence files were served to the tenant via Canada Post Registered Mail on November 20, 2020. I accept the undisputed affirmed evidence of the landlord and find that the tenant was sufficiently served with the notice of hearing package and the initial 17 documentary evidence files as per sections 88 and 89 of the Act. The landlord's late submission of 4 documentary evidence files submitted on February 11 and 12 of 2021 are excluded from consideration in this hearing as they were not served to the tenant.

The landlord also clarified that a clerical error had occurred when he filed the original application for dispute. The actual unit number is 3511, not 23511. As such, the landlord's application shall be amended to reflect the proper address of the disputed rental unit.

The landlord also clarified that the named landlord on the application is the registered owners of the rental unit and the named landlord on the 10 Day Notice is the landlord's agent, a property management company. The landlord's agent, S.L. is an agent of the company S.P.P.R., who is the agent for the landlord.

During the hearing the landlord also stated that the tenant had abandoned the rental unit on January 31, 2021 and that the landlord now has possession of the rental unit. As such, the landlord withdrew his request for an order of possession and wishes to proceed with the monetary claim of unpaid rent. The landlord's monetary claim was also clarified. The landlord despite filing an application for a direct request for unpaid rent, provided details for a monetary claim for money owed or compensation regarding strata bylaw fines incurred by the tenant. The landlord did not file an amendment to the application adding the request for compensation and providing a new total. The landlord's monetary claim was clarified. The landlord was directed to file a separate application regarding compensation and that the hearing shall proceed based upon the original application for unpaid rent.

#### Issue(s) to be Decided

Are the landlords 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.

This tenancy began on February 1, 2020 on a fixed term tenancy until January 31, 2020 as per the submitted copy of the signed tenancy agreement dated January 13, 2020. The monthly rent is \$1,360.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$680.00 was paid on January 13, 2020.

The landlords seek a monetary order for unpaid rent of \$1,300.00 based upon the undisputed 10 Day Notice dated November 2, 2020. The landlords provided written details which states that the tenant did not pay November 2020 rent.

The landlords stated that the tenant was served with a 10 Day Notice dated November 2, 2020 by Canada Post Registered Mail on November 2, 2020.

The 10 Day Notice states in part that the tenant failed to pay rent of \$1,360.00 that was due on November 1, 2020 and provides for an effective end of tenancy date of November 21, 2020.

The landlord also stated that the tenant failed to pay rent for December 2020 of \$1,360.00 and again for January 2021 of \$1,360.00. The landlord stated that a total of \$4,080.00 was owed for unpaid rent.

### 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.

In this case, the landlord provided undisputed affirmed evidence that the tenant was served with a 10 Day Notice dated November 2, 2020 which states in part that the tenant failed to pay rent of \$1,360.00 for November 2020. The landlord stated that the tenant also failed to pay rent for December 2020 and January 2021 at \$1,360.00 per month before abandoning the rental unit on January 31, 2021. The landlord stated that the tenant has not paid any rent since the November 2, 2020 notice was served.

I accept the undisputed affirmed evidence of the landlord and find that the tenant failed to pay rent as per the 10 Day Notice dated November 2, 2020. I also accept the undisputed evidence of the landlord that the tenant failed to pay any rent for December 2020 and January 2021 at \$1,360.00 per month. On this basis, I find that the landlord has established a claim of \$4,080.00 in unpaid rent for November 2020, December 2020 and January 2021 at \$1,360.00 per month.

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 \$4,180.00.

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: March 1, 2021

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Residential Tenancy Branch