



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 his filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

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 January 6, 2021. The landlord has submitted a copy of the Canada Post Customer Receipt and Tracking label as confirmation of service. 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.

At the outset, the landlord clarified that he had previously applied for a monetary claim and was successful in obtaining a monetary order, however an error was discovered in which the landlord had filed for dispute adding a nickname to the tenant's name making it unenforceable. The landlord has now applied for a monetary order under the proper spelling of the tenant.

During the hearing the landlord's monetary claim was clarified. The landlord also seeks recovery of the \$100.00 filing fee in an earlier application filed as well as the \$100.00 filing fee for this dispute. The landlord was advised that the filing fee for that earlier hearing was already dealt with in the other application and that this filing fee for this file would be dealt with in this decision. The name error in the earlier application was a result of the landlord's application filed and not through the fault of the tenant or Residential Tenancy Branch. As such, the landlord's monetary claim is amended to \$1,700.00.

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 provided undisputed affirmed testimony that monthly rent is \$800.00 payable on the 1st day of each month.

The landlord seeks a clarified monetary claim of \$1,700.00 which consists of:

\$800.00	Unpaid Rent, February 2019
\$800.00	Unpaid Rent, March 2019
\$100.00	Filing Fee

The landlord claims that the tenant failed to pay \$800.00 in monthly rent for each of the months February and March 2019. The landlord provided affirmed testimony that a 10 Day Notice to End Tenancy for Unpaid Rent was served to the tenant for each of these two months.

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, I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the tenant failed to pay rent of \$800.00 for each of the two months, February and March of 2019. On this basis, the landlord has been successful for his claim of \$1,600.00.

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 \$1,700.00.

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: May 03, 2021

Residential Tenancy Branch