



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **MNR-DR, OPR-DR**

### **Introduction**

This hearing, reconvened from an ex parte Direct Request proceeding, dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- An order of possession pursuant to section 55; and
- A monetary award for unpaid rent pursuant to section 67.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord PN attended (the "landlord"), confirmed they represented both named applicants and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord was made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and they testified that they were not making any recordings.

The landlord testified that they served the tenant with the Notice of Hearing and materials by registered mail sent on October 8, 2021. The landlord submitted a valid Canada Post tracking receipt as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on October 13, 2021, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

At the outset of the hearing the landlord said the tenant has vacated the rental unit and withdrew the portion of their application seeking an Order of Possession. The landlord requested to amend their monetary claim saying that since the application was filed

additional rent has come due and owing. Pursuant to section 64(3)(c) of the *Act* and Rule 4.2 of the Rules of Procedure as additional rent coming due over time is reasonably foreseeable I amend the landlord's application to increase their claim from \$900.00 to \$3,700.00.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

### Background and Evidence

The landlord gave undisputed evidence regarding the following facts. This tenancy began on March 1, 2021. Monthly rent is \$900.00 payable on the first of each month. No deposit was collected for this tenancy. The rental unit is a basement suite with the tenant having their own bathroom and kitchen facilities not shared with the owners of the property.

The landlord testified that the tenant failed to pay full rent for July, 2021, paying only \$800.00. The tenant failed to pay any subsequent rent for the months of August, September, October and November, 2021. The landlord submits that there is a rental arrear of \$3,700.00, as at February 8, 2022, the date of the hearing.

### 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 evidence of the landlords that the tenant failed to pay rent as required under the written tenancy agreement. I find that the tenant was obligated to pay \$900.00 on the first of each month. I accept the evidence of the landlords that the tenant failed to pay rent as required and there is an arrear of \$3,700.00 as at the date of the hearing. Accordingly, I issue a monetary award in that amount.

Conclusion

I issue a monetary order in the landlords' favour in the amount of \$3,700.00. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this 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: February 8, 2022

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Residential Tenancy Branch