



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

The Landlord applies for a monetary order for unpaid rent pursuant to s. 67 of the *Residential Tenancy Act* (the “Act”). The Landlord also seeks the return of their filing fee pursuant to s. 72.

M.F. and D.C. appeared as agents for the Landlord. The Tenant did not attend the hearing, nor did someone attend on their behalf.

Pursuant to Rule 7.1 of the Rules of Procedure, the hearing began as scheduled in the Notice of Dispute Resolution. As the Tenant did not attend, the hearing was conducted without his participation as provided by Rule 7.3 of the Rules of Procedure.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Landlord indicates that they served the Tenant with the Notice of Dispute Resolution and their evidence by way of registered mail sent on August 10, 2021 to the Tenant’s forwarding address. The Landlord provides a tracking receipt indicating that it was received on August 12, 2021. I find that the Landlord’s application materials were served in accordance with s. 89 of the *Act* and was received by the Tenant on August 12, 2021.

Issue(s) to be Decided

- 1) Is the Landlord entitled to an order for unpaid rent?

2) Is the Landlord entitled to the return of their filing fee?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issue in dispute will be referenced in this decision.

The Landlord confirmed the following details with respect to the tenancy:

- The Tenant took occupancy of the rental unit on October 1, 2020;
- The Tenant vacated the rental unit on June 30, 2021;
- Rent of \$2,250.00 was due on the first day of each month; and
- The Landlord holds a security deposit of \$1,125.00 in trust for the Tenant.

The Landlord indicates that the Tenant failed to pay rent on June 1, 2021. The parties entered into a mutual agreement to end tenancy, with the last day of the tenancy to be on June 30, 2021. The Landlord further indicates that they provided the Tenant until June 15, 2021 to pay rent for June 2021. The Landlord says that the Tenant did not pay rent for June 2021 and vacated the rental unit as per their agreement on June 30, 2021.

The Landlord provides a copy of the move-out inspection report, which was signed on July 1, 2021. The move-out report shows that the Tenant agreed that the report fairly represented the state of rental unit. The move-out inspection report was further signed by the Tenant indicating that he agreed to apply the security deposit to damages in the amount of \$30.00 and for unpaid rent in the amount of \$2,250.00. Taking these into account, the balance due, as listed in the move-out report, was \$1,155.00.

The Tenant provided his forwarding address to the Landlord on July 1, 2021 in the move-out report.

Analysis

The Landlord seeks a monetary order for unpaid rent.

Under s. 67 of the *Act*, the Director may order that a party compensate the other if damage or loss result from that party's failure to comply with the *Act*, the regulations, or the tenancy agreement. Policy Guideline #16 sets out that to establish a monetary claim, the arbitrator must determine whether:

1. A party to the tenancy agreement has failed to comply with the *Act*, the regulations, or the tenancy agreement.
2. Loss or damage has resulted from this non-compliance.
3. The party who suffered the damage or loss can prove the amount of or value of the damage or loss.
4. The party who suffered the damage or loss mitigated their damages.

The applicant seeking a monetary award bears the burden of proving their claim.

I find that the Landlord has established their claim for unpaid rent. I accept that the Tenant failed to pay rent in June 2021 in breach of the tenancy agreement, a fact acknowledged by the Tenant in the move-out report. The Tenant further agreed to the Landlord deducting the total amount owed from the security deposit on July 1, 2021.

The Landlord has satisfied me of their monetary claim of \$1,155.00, being the amount owed after taking into account the security deposit of \$1,125.00 retained by the Landlord, the agreed upon damages of \$30.00, and the overdue rent of \$2,225.00. Accordingly, they shall have their monetary order in the amount of \$1,150.00.

As the Landlord was successful in their application, I find that they are entitled to the return of their filing fee from the Tenant.

Conclusion

The Landlord has established their claim for unpaid rent. As the Landlord was successful, I order pursuant to s. 72(1) that the Tenant pay the Landlord's filing fee of \$100.00.

I make a total monetary award in the Landlord's favour taking the following into account:

Item	Amount
Total Unpaid Rent	\$1,155.00
Landlord's filing fee pursuant to s. 72(1)	\$100.00
TOTAL	\$1,255.00

Pursuant to s. 67 of the *Act*, I order that the Tenant pay **\$1,255.00** to the Landlord.

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 07, 2022

Residential Tenancy Branch