



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding IRONCLAD PROPERTIES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **MNRL, FFL**

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, late fees and to recover the cost of the filing fee.

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 testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on November 4, 2021, and successfully delivered to the tenant on November 23, 2021. Filed in evidence is a Canada post tracking number and a copy of the Canada Post history showing it was signed for by the tenant. I find the tenant was served on November 23, 2021.

### Issue to be Decided

Is the landlord entitled to a monetary order for unpaid rent, late fees and the filing fee?

### Background and Evidence

The tenancy began on November 30, 2020. Rent in the amount of \$1,740.00 was payable on the first of each month. The tenant was not required to pay a security deposit. The tenancy ended on June 29, 2021.

The landlord testified that the tenant failed to pay rent for February, March, April, May and June 2021. The landlord stated that they are entitled to recover the \$25.00 late fee

for each of these months. The landlord seeks to recover unpaid rent, late fees in the total amount of \$7,085.00

### 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 that the tenant failed to pay rent for the above stated months. This is supported by the rent ledger filed in evidence. I find the tenant breached the Act when they failed to pay rent. Therefore, I find the landlord is entitled to recover unpaid rent, and late fees in the amount of \$7,085.00.

I find that the landlord has established a total monetary claim of **\$7,185.00** 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 in the above noted amount.

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 31, 2022

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Residential Tenancy Branch