



Dispute Resolution Services

Page: 1

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 9, 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 9, 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 May 14, 2021. Rent in the amount of \$1,498.00 was payable on the first of each month. The tenant was not required to pay a security deposit. Filed in evidence is a copy of the tenancy agreement.

The landlord testified that the property was sold at the end of August 2021 to a new owner; however, the tenant's rent cheque for July was returned for insufficient funds

and rent for August 2021 was not paid. The landlord seeks to recover unpaid rent in the amount of \$2,996.00 and late fee of \$50.00. The landlord seeks to recover unpaid rent, late fees in the total amount of \$3,046.00

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 \$3,046.00.

I find that the landlord has established a total monetary claim of **\$3,146.00** 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: June 1, 2022

Residential Tenancy Branch