



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent, and to recover the cost of the filing fee.

The landlords 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 landlords testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on February 6, 2022, a Canada post tracking number was provided as evidence of service. The landlords testified that because the tenant failed to provide a unit number the package was not delivered to the tenant.

The landlords testified that they then applied for a substitution service order, which was granted on March 29, 2022. The landlords stated they complied with the Order and served the tenant, which the tenant responded. Filed in evidence are copies of the correspondence and the tenant’s response. I find the tenant was duly served.

The landlords’ agent appeared gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

### Background and Evidence

The tenancy began on October 1, 2020. Rent in the amount of \$1,900.00 was payable on the first of each month. The parties entered into a new tenancy agreement commencing October 1, 2021, and rent was \$2,500.00 as the tenant was given permission to use a room to rent.

The landlords testified that the end of the tenancy the tenant owed the amount of \$5,500.00 in unpaid rent. The landlord stated that the tenant was in rent arrears of \$3,000.00 prior to signing the new tenancy agreement. The landlord stated that under the new tenancy agreement that the tenant made some payments for October, November and December 2021 totaling \$5,000.00; however, the amount of \$7,500.00 should have been paid leaving a short fall of \$2,500.00. The landlords seek to recover unpaid rent in the amount of \$5,500.00.

### 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 landlords have 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.*

...

In this case, the tenant was served with the landlords' application for unpaid rent. The tenant acknowledge the documents were received. The tenant did not appear. Therefore, I find the landlords' application is undisputed.

I find the tenant failed to pay rent in the total amount in the amount of \$5,500.00. I find the tenant breached section 26 of the Act, and the landlords suffered a loss. Therefore, I find the landlords are entitled to recover the unpaid rent in the amount of **\$5,500.00**.

I find that the landlords have established a total monetary claim of **\$5,600.00** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlords a formal order pursuant to section 67 of the Act. 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 landlords are granted a monetary order for unpaid rent and to recover the cost of the filing fee.

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: September 01, 2022

---

Residential Tenancy Branch