



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on August 3, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord also testified that he confirmed the tenant vacated the rental unit on or before August 11, 2012 and as such he no longer needs an order of possession and I amend his Application to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified the tenancy began on December 16, 2008 as a month to month tenancy with a current monthly rent of \$600.00 due on the 1<sup>st</sup> of each month with a security deposit of \$300.00 paid.

The landlord testified that over the course of the last year from June 2011 the tenant failed to pay rent in full for most of those months accumulated an arrear account of \$4,045.00.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In the absence of any testimony or evidence disputing the landlord's claim I find the landlord has established the tenant has failed to pay the rent in full for the period from June 2011 to July 2012 and as such the landlord has suffered a loss resulting from the tenant's breach of the tenancy agreement.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,095.00** comprised of \$4,045.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$300.20 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,794.80**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 29, 2012.

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Residential Tenancy Branch