



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenant for unpaid rent and to recover the filing fee.

The hearing was conducted by teleconference on June 14, 2017. Only the Landlord's representative, A.F., called into the hearing. She gave affirmed testimony and was provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

A.F. testified that she served the Tenant with the Notice of Hearing and the Application on February 15, 2017 by registered mail. A copy of the registered mail tracking number is provided on the unpublished cover page of this my Decision. A.F. stated that according to the tracking information provided by Canada Post the Tenant retrieve the package.

Residential Tenancy Policy Guideline 12—Service Provisions provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to section 90 of the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of February 20, 2017 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the Landlord/Tenant's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation for unpaid rent?
2. Should the Landlord recover the filing fee paid for their Application for Dispute Resolution?

Background and Evidence

Introduced in evidence was a copy of the tenancy agreement confirming this tenancy began September 22, 2016. Monthly rent was payable in the amount of \$730.00.

At a prior hearing before the Residential Tenancy Branch, the Landlord obtained an Order of Possession; A.F. confirmed that pursuant to this Order the tenancy ended February 22, 2017.

In the within hearing the Landlord sought monetary compensation in the amount of \$530.00 including \$430.00 for outstanding rent for February 2017 and the \$100.00 filing fee.

Analysis

In a claim for damage or loss under section 67 of the *Act* or the 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* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party 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.

Based on the undisputed testimony and evidence of the Landlord I find as follows.

I accept A.F.'s testimony that the sum of \$430.00 remains outstanding for February 2017's rent. I therefore award the Landlord recovery of this sum. I also grant the Landlord recovery of the \$100.00 filing fee for a total award of \$530.00.

Conclusion

The Landlord is granted a Monetary Order in the amount of **\$530.00** for unpaid rent and recovery of the filing fee. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

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 14, 2017

Residential Tenancy Branch