



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTEND RENTAL SOLUTIONS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF MNR

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear the landlord's application for:

- a Monetary Award for unpaid rent pursuant to section 67 of the *Act*, and
- a return of the filing fee pursuant to section 72 of the *Act*.

Only the landlord's agent, S.C. (the "landlord") attended the hearing. The landlord explained that individual copies of the landlord's application for dispute resolution along with evidentiary packages were sent to the tenants by way of Canada Post Registered Mail on September 1, 2017. Copies of the Canada Post receipts were provided to the hearing. Pursuant to section 88, 89 & 90 of the *Act*, the tenants are deemed served with these documents and on September 6, 2017, five days after their posting.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Can the landlord recover the filing fee?

Background and Evidence

The landlord provided undisputed testimony that this tenancy began on June 26, 2016 and ended on June 30, 2017. Rent was \$1,125.00 per month and a security deposit of \$625.00 collected at the outset of the tenancy continues to be held by the landlord.

At the hearing, the landlord explained that the tenants had failed to pay rent for May and June 2017. They said that no notices to end tenancy were issued because the tenants

had agreed to work with the landlords on two occasions to establish a payment plan which the parties had developed together. The landlord said that despite their best efforts to work with them, the tenants had failed to adhere to the payment schedule and no rent was received for May or June 2017.

The landlord is seeking a monetary award for the rent which was unpaid for May and June 2017.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove their entitlement to a claim for a monetary award.

Based on the oral testimony presented at the hearing by the landlord, I am satisfied that rent remains outstanding for May and June 2017. The tenants did not appear at the hearing and were unable to provide any testimony or evidence refuting the landlord's assertion that rent was unpaid. For these reasons, I allow the landlord to collect a monetary award for unpaid rent for May and June 2017.

Using the offsetting provisions contained in section 72 of the *Act*, I allow the landlord to retain the tenants' security deposit as partial compensation for the money owed. As the landlord was successful in her application, she may recover the \$100.00 filing fee from the tenants.

Conclusion

I issue a monetary order in the landlords favour in the amount of \$1,975.00 as follows:

Item	Amount
Unpaid Rent for May 2017	\$1,250.00
Unpaid Rent for June 2017	1,250.00
Less Security Deposit	(-625.00)
Filing Fee	100.00
Total =	\$1,975.00

The landlord is provided with these Orders in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: March 13, 2018

Residential Tenancy Branch