



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the original application for dispute, the submitted documentary evidence and the amendment to the monetary application lowering the monetary amount from \$1,388.00 to \$1,381.00 via Canada Post Registered Mail on November 7, 2018. I accept the undisputed affirmed evidence of the landlord that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant did not attend or submit any documentary evidence, I find that the tenant is deemed properly served as per section 90 of the Act and the hearing may proceed.

At the outset, the landlord clarified that an order of possession was no longer required as one had been issued in a separate hearing previously. As such, this portion of the landlord's application is cancelled with no further action required.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on July 1, 2015 on a fixed term tenancy ending on June 30, 2016 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated June 2, 2015. The monthly rent is \$512.50 payable on the 1<sup>st</sup> day of each month. Although a security deposit of \$300.00 was noted as paid on June 1, 2015 the landlord clarified that no actual payment for the security deposit was made by the tenant.

The landlord seeks an amended monetary claim for unpaid rent for \$1,381.00 which consists of:

\$546.00	Unpaid Rent, May 2018
\$546.00	Unpaid Rent, June 2018
\$567.00	Unpaid Rent, September 2018
\$567.00	Unpaid Rent, October 2018
\$567.00	Unpaid Rent, November 2018
\$2,793.00	Total Unpaid Rent
\$274.00	Partial Rent Payment, June 18, 2018
\$569.00	Partial Rent Payment, September 4, 2018
\$569.00	Partial Rent Payment, October 2, 2018
\$1,412.00	Total Rent Payments made
\$1,381.00	Total Unpaid Rent as of Amendment date November 5, 2018

The landlord claims based upon the above that the tenant failed to pay rent as detailed. The landlord clarified that there have been 3 notice(s) of rent increases and that for the months September, October and November 2018, the monthly rent was \$567.00 from the previous amount of \$546.00.

### 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 landlord has provided undisputed affirmed evidence that the monthly rent for May and June 2018 was for \$546.00 and that subsequently a notice of rent increase was issued and that monthly rent starting September 1, 2018 was for \$567.00 per month. The landlord provided undisputed affirmed evidence that the tenant failed to pay rent totaling, \$2,793.00 and that the tenant made partial rent payments of \$1,412.00 leaving a balance owing of \$1,381.00 in unpaid rent.

I accept the undisputed affirmed evidence of the landlord and find that the tenant failed to pay rent when due as outlined above. The landlord has been successful in establishing a claim for \$1,381.00 owed for unpaid rent. The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlord is granted a monetary order for \$1,481.00.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court of British Columbia and 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: January 10, 2019

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Residential Tenancy Branch