



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FT

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord 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 landlord attended the hearing. As the tenants 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 respondents must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on October 19, 2021, Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act.

Issue to be Decided

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

Background and Evidence

The tenancy began on September 30, 2019. Rent in the amount of \$1,250.00 was payable on the first of each month. A security deposit of \$625.00 was paid by the tenants.

On November 15, 2021, the landlord's application for an early end of tenancy and an order of possession for the rental unit was considered. On November 16, 2021, the landlord was granted an order of possession. At that hearing the Arbitrator found T.A was a tenant under the Act.

The landlord testified that the tenancy ended when the rental unit burnt down by the tenants on December 24, 2021.

The landlord testified that the tenants had failed to repay any rent due under the Repayment Plan that was in arrears during the state of emergency. The landlord seeks to recover unpaid rent from April 1, 2020, to August 1, 2020, in the amount of \$3,758.34.

The landlord testified that the tenants further failed to pay subsequent rent from February 2021 to December 2021 in the amount of \$5,140.00. The landlord stated that they only payments they received towards the rent was from the ministry. Filed in evidence are the monthly reports show the payments made to the landlord.

The landlord seeks a monetary order for unpaid rent in the total amount of \$8,898.34

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 landlord has 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.*

I accept the undisputed evidence of the landlord that the tenants failed to pay rent. I find the tenants breached section 26 of the Act and the landlord suffered a loss. I find the landlord is entitled to recover unpaid rent in the total amount of **\$8,998.34**.

I find the landlord is entitled to a monetary order in the amount of **\$8,989.34** comprised of the above amount and the cost of the filing fee in the amount of \$100.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord is granted a monetary order in the above noted amount.

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: July 14, 2022

Residential Tenancy Branch