



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call in repose to the landlords' application for a Monetary Order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlords to the tenant, was done in accordance with section 89 of the *Act*. A Process Server served the tenant at her place of work on January 25, 2012 in person. The Process Server attended the hearing and gave sworn testimony that service of these documents took place as declared.

The landlords appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Are the landlords entitled to a Monetary Order to recover unpaid rent and utilities?

Background and Evidence

The landlords testify that they had a verbal agreement with the tenant that she could rent this unit starting on January 08, 2011 on a month to month basis for \$1,000.00 per month in rent and 25 percent of the utilities. The landlords also testify that they agreed the tenant could pay half the rent on the first day of each month and the other half on the 15th day of each month.

The landlords testify that the tenant failed to pay all the rent for November, 2011 leaving an unpaid balance of \$200.00. The tenant then failed to pay any rent for December, 2011 or January 2012. The total amount of unpaid rent is now \$2,200.00. The landlords testify that they served the tenant with a 10 Day Notice to End Tenancy on January 14, 2012. This Notice informed the tenant that she had five days to either pay the outstanding rent of \$2,200.00 and outstanding utilities of \$100.00 or dispute the notice within five days. If the tenant did neither of these things the tenancy would end on January 24, 2012. The landlords testify that the tenant did not pay the rent and the tenant moved from the rental unit on January 15, 2012.

The landlords testify that as the tenant was having financially difficulties they agreed that they would waive the tenant's share of the utility bill from October 28 to December 23, 2011. The landlords' testify that this utility bill came to \$883.68 and they seek to recover the sum of \$100.00 towards the following utility bill that they have not yet received. The landlords states they feel this is a fair and reasonable amount based on the previous bill and it will be far less than the tenant's share of 25 percent.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

Section 26 of the Act states: *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 am satisfied from the landlords' evidence that the tenant has failed to pay rent from November, 2011 of \$200.00 and for December, 2011 and January, 2012 of \$2,000.00. Consequently, I find in favor of the landlords claim for unpaid rent and issue the landlords with a Monetary Order to the sum of **\$2,200.00** pursuant to s. 67 of the Act.

With regards to the landlords claim for unpaid utilities as the landlords have not yet received a copy of the utility bill for the period of time from December 24, 2011 until January 15, 2012, when the tenant vacated the rental unit, I am unable to determine the actual amount the tenant would owe on this bill and as such I dismiss this portion of the landlords claim with leave to reapply after they receive the actual utility bill for this period.

As the landlords have been largely successful with their claim I find the landlords are entitled to recover the **\$50.00** filing fee from the tenants pursuant to section 72(1) of the Act.

Conclusion

I HEREBY FIND largely in favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$2,250.00**. The Order must be served on the respondent and is enforceable through the Provincial Court 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: February 13, 2012.

Residential Tenancy Branch