



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPQ, MND, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Order of Possession – Section 55;
2. A Monetary Order for damages to the unit - Section 67;
3. A Monetary Order for unpaid rent – Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each named Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. At the onset of the Hearing the Landlord withdrew the claim for an order of possession stating the Tenants have moved out of the unit.

Preliminary Matter

The Landlord confirmed that the only person named as a tenant in the tenancy is the first named Respondent to this application and that the remaining named Respondents are set out as occupants to the tenancy.

Section 6 of the Act provides that the rights, obligations and prohibitions established under this Act are enforceable between a landlord and tenant under a tenancy agreement. As only the first named Respondent is a tenant under the tenancy

agreement, I dismiss the Landlord's remaining claims against second and third named Respondents.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on December 30, 2010 and ended on October 7, 2014. Rent of \$1,087.00 was payable monthly on the first day of each month. No security deposit was collected by the Landlord. The Tenant owed arrears of \$298.00 for July and failed to pay rent for August and September 2014. The Landlord claims \$2,640.00 in unpaid rent. During the tenancy the Tenant's toilet was not flushing and in making repairs the plumber found a container lodged inside. The Tenant was provided the repair bill and a letter requesting payment but has failed to pay the repair costs. The Landlord claims the repair costs of \$168.00.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Section 32 of the Act provides that a tenant of a rental unit must repair damage to the rental unit that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the Landlord that the Tenant failed to pay the rent as required under the tenancy agreement and that the Tenant caused damages to the toilet and failed to pay for the repairs of that damage, I find that the Landlord has substantiated that the Tenant failed to comply with the Act and is entitled to a total of **\$2,640.00**. As the Landlord has been successful with its application I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,690.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$2,690.00**. If necessary, this order may be filed in the Small Claims Court 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: October 20, 2014

Residential Tenancy Branch

