



# 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 as the result of the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlords applied for a monetary order for unpaid rent and for recovery of the filing fee paid for this application.

The landlords attended the telephone conference call hearing; the tenants did not appear.

The landlords submitted evidence that they served each tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on July 9, 2014 and stated that the tenants collected and signed for the registered mail envelopes on July 11, 2014.

Based upon the submissions of the landlords, I find the tenants were served notice of this hearing and the landlords' application in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenants' absence.

The landlords were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Are the landlords entitled to monetary compensation and to recovery of the filing fee paid for this application?

### Background and Evidence

The written tenancy agreement submitted by the landlords shows that this tenancy began on May 15, 2011, that the tenants moved into the rental unit on May 4, 2011, and monthly rent was \$900. The tenancy ended in 2013.

The landlord's monetary claim is in the amount of \$2150, for a total rent deficiency accumulated during the tenancy. The landlords submitted that the tenants made repeated promises to pay the rent deficiency, including after they were served with the landlords' application for dispute resolution, but have failed to keep their promise.

As evidence, the landlords submitted a tenant ledger sheet, showing the rent deficiency of \$2150, which was also signed by tenants on July 11, 2013, acknowledging the debt.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlords' undisputed evidence that the tenants failed to pay the full amount of monthly rent owed in accordance with the terms of the tenancy agreement, leaving a rent balance in the amount of \$2150, and that they are entitled to a monetary award in that amount.

I also award the landlords recovery of the filing fee of \$50.

I therefore find the landlords are entitled to a monetary award of \$2200, comprised of unpaid rent of \$2150 and recovery of the filing fee paid for this application of \$50.

### Conclusion

The landlords' application for monetary compensation is granted.

I grant the landlords a final, legally binding monetary order pursuant to section 67 of the Act for the amount of their monetary award of \$2200, which is enclosed with the landlords' Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order by the landlords, the monetary order may be filed in the Provincial Court of

British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

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: November 20, 2014

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Residential Tenancy Branch

