



# 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 response to an Application for Dispute Resolution (the “Application”) made by the Landlord on August 15, 2014 for a Monetary Order for unpaid rent and utilities.

The Landlord appeared for the hearing and provided affirmed testimony as well as written evidence prior to the hearing. There was no appearance by the Tenants for the 17 minute duration of the hearing and no submission of written evidence prior to the hearing.

The Landlord testified that the Tenants vacated the rental suite on October 21, 2012. Shortly after, the Landlord returned the Tenants’ personal property to them at their new address where she saw the Tenants residing. As a result, the Landlord served each Tenant with a copy of the Application and the Notice of Hearing documents for this hearing on August 22, 2014 by registered mail. The Landlord provided copies of the Canada Post tracking numbers as evidence to support this method of service and explained that she had spoken to one of the Tenants since this time who confirmed receipt of the documents for this hearing.

In the absence of any evidence from the Tenants to dispute this, I find that the Landlord served the Tenants pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”). Accordingly, I find that pursuant to Section 90(a) of the Act, the Tenants are deemed to have received these documents five days later.

The hearing continued in the absence of the Tenants and the Landlord affirmed testimony and written evidence was carefully considered in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to unpaid rent and utilities?

### Background and Evidence

The Landlord testified that she purchased the rental unit on December 1, 2009 and inherited the Tenants as part of the purchase agreement of the property. As a result, the Landlord engaged into a tenancy with the Tenants for a fixed term of one year after which point the tenancy continued on a month to month basis. Rent under the tenancy was payable by the Tenants in the amount of \$800.00 on the first day of each month. The Landlord testified that the Tenants were responsible for paying hydro and city utilities under the tenancy.

The Landlord testified that from September 2011, the Tenants began to habitually pay rent in partial payments and did not pay utilities. The Landlord explained that she felt for the Tenants as they were undergoing hardship and provided leniency to them. However, the partial payments of rent continued over the course of the year until the Tenants vacated on October 21, 2012 without any prior written notice.

The Landlord testified that the Tenants were in rental and utility arrears in the amount of \$5,834.00 which she is now seeking to recover. To support this amount, the Landlord provided a document which she offered to the Tenants to sign after they had vacated the rental suite.

The document, which was provided into written evidence, was signed by both Tenants and the Landlord along with a witness, on November 2, 2012. The document sets out the individual lack of payments of rent and bills for each month since September 2011. The Tenants signed to acknowledged that they owe the Landlord the amount of \$5,834.00 in arrears.

### Analysis

I am satisfied by the undisputed testimony of the Landlord that an oral tenancy agreement had been established pursuant to the definition of a tenancy agreement under the Act. I also accept the Landlord's oral evidence that the Tenants were to pay rent and utilities under the tenancy agreement.

I am further satisfied by the documentary evidence provided by the Landlord that the Tenants did not pay rent or utilities in the amount claimed by the Landlord in the Application. This document is sufficient evidence for me to determine that the rental amount being claimed by the Landlord is not disputed by the Tenants as per the signed agreement.

Therefore, I find the Landlord is entitled to unpaid rent and utilities in the amount of \$5,834.00.

Conclusion

For the reasons set out above, I grant the Landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$5,834.00**.

Copies of this order are attached to the Landlord's copy of this decision. This order must be served on the Tenants and may then be filed in the Provincial Court (Small Claims) 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: March 17, 2015

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Residential Tenancy Branch

