



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, received at the Residential Tenancy Branch on June 15, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Landlords attended the hearing on their own behalves and were assisted by a friend/advocate, B.P. The Tenant did not attend the hearing. All parties giving evidence provided a solemn affirmation.

The Landlords testified that the Landlords' Application package, including the Notice of a Dispute Resolution Hearing and the documentary evidence upon which the Landlords intended to rely, was served on the Tenant, in person, by the Tenants' agent, A.E., a local property manager. On behalf of the Landlords, B.P. advised that A.E. sent him an email confirming service of the Landlords' Application package on the Tenant in this manner. I find the Tenant was duly served with the Landlords' Application package in accordance with section 89(1)(a) of the *Act*.

The Landlords were provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord A.P. testified that the tenancy started in January 2012 and ended in May 2015. At all material times, rent was \$800.00 per month.

The Landlords claimed to be entitled to a monetary award of \$8,125.00 for unpaid rent for the period from January 1, 2012 to December 31, 2014. In support, the Landlords submitted a spreadsheet setting out the amount of rent due, payments made and the outstanding balance per month during the above period. Although the total rent outstanding is in fact somewhat greater than the amount being claimed, the Landlord A.P. advised he would be willing to accept the amount claimed.

The Landlord A.P. testified that the arrears is so high because the Tenant made repeated promises of payment, even suggesting at times that he intended to purchase the property. Eventually, the Landlords became frustrated with the Tenant's promises and ended the tenancy.

Analysis

Based on the Landlord's unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 67 of the *Act* states:

...if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

[Reproduced as written.]

In this case, the Landlord A.P. provided oral testimony and documentary evidence indicating the Tenant did not pay rent when due throughout the tenancy. A spreadsheet summarizing the amount outstanding was provided with the Landlords' documentary

evidence. The Tenant did not attend the hearing, although duly served in accordance with section 89(1)(a) of the *Act*.

I find that the Landlords are entitled to a monetary award of \$8,125.00 for rent that remained unpaid at the end of the tenancy. Having been successful, I also find the Landlords are also entitled to recover the \$100.00 filing fee paid to make the Application.

Accordingly, pursuant to section 67 of the *Act*, I grant the Landlords a monetary order in the amount of \$8,225.00 (\$8,125.00 + \$100.00).

Conclusion

I grant the Landlords a monetary order in the amount of \$8,225.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: December 12, 2016

Residential Tenancy Branch