



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNR, MNSD, FF

### Introduction

The landlords apply for a monetary award for unpaid rent.

It was determined at the start of the hearing that the tenants' landlord had been the late mother of the applicant Mr. R.V.T. and that he, as executor of her will, is now her personal representative. The applicant M.s I.Y.V.T. is not the landlord.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

The tenant Mr. S.B. did not attend. The tenant Ms. C.P. confirmed that he was aware of the hearing.

### Issue(s) to be Decided

What rent is owed?

### Background and Evidence

The rental unit is a five bedroom house. The tenancy started in November 2003. The tenants were evicted for non payment of rent in January 2017. At that time the monthly rent was \$1400.00, due on the first of each month. The tenants paid a \$625.00 security deposit on October 30, 2003.

Mr. R.V.T. testifies that since 2006 he had been handling his late mother's affairs regarding this tenancy and so has a personal knowledge about rent payments.

He says he kept a spreadsheet of rent paid and produces a form of spreadsheet or extract from a spreadsheet. The document records only those months since 2009 that the tenants paid either too much or too little rent. The total, he says, is \$10,732.43.

The fact that his claim is for \$10,888.21, went unexplained.

Following the tenant Ms. C.P.'s evidence it became clear that Mr. R.V.T. had failed to note that the tenants paid an additional \$1400.00 on December 31, 2016.

As further proof of the arrears submits a document dated September 26, 2016, a letter to the tenants claiming arrears of \$9122.43 and proposing two suggestions for the tenants to bring the arrears up to date. The document was signed by Mr. C. P. beside a line indicating "signature of recipient."

The tenant Ms. C.P. admits she owes rent arrears but disputes the amount. She could not or would not give her calculation of what is owed, though she has the spreadsheet and, she says, has all rent receipts dating back to 2009. She failed to file those receipts as evidence in this matter or to even review them against the Mr. R.V.T.s spreadsheet prior to the hearing.

### Analysis

The letter document of September 29, 2016 is not an acknowledgement of debt. Mr. C.P. merely acknowledged receipt of the letter. She did not confirm the amount of arrears alleged in it.

The tenant indicates that she has the receipts available to her to confirm or deny the entries in the spreadsheet but she has taken virtually no steps to do so.

The rent receipts for 2016 that she did refer to during the hearing do not contradict the spreadsheet.

I accept the spreadsheet as convincing evidence that the tenants owed \$10,732.43 less \$1400.00 paid for January rent, leaving a balance of \$9332.43.

Of concern is the fact that the Mr. R.V.T. is claiming for unpaid rent from over nine years ago. Generally, a claimant is barred from bringing action more than two years after the claim is discovered (*Limitation Act*, SBC 2012, c.13). However, s. 60 of the *Residential Tenancy Act* creates its own limitation period, requiring claims to be brought within two years after the tenancy ends. I therefore find that no statutory limitation period bars this application.

The attending tenant Ms. C.P. did not raise any issue or advance any defence in the nature of landlord acquiescence to unpaid rent or inexcusable delay on the part of the claimant in bringing this application to recover rent.

Conclusion

I conclude that the tenants are in arrears of rent in the amount of \$9332.43 and award that amount to Mr. R.V.T., plus recovery of the \$100.00 filing fee for this application. I authorize Mr. R.V.T. to retain the \$625.00 security deposit and interest of \$22.13 in reduction of the amount of the award.

There will be a monetary order against the tenants for the remainder of \$8685.30.

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*.

\*ADDENDUM\*

Following the hearing the Residential Tenancy Office provided me with material which appears to have been filed by the landlord on April 12, 2017. It had not been received by me prior to hearing. The Mr. R.V.T did not refer to it during the hearing. It is not known whether the tenant received a copy of it.

That material does disclose the payment of \$1400.00 received by Mr. R.V.T. since the application.

The material appears to add to the claim to include out of pocket expenses, junk removal costs, carpet cleaning and bailiff costs. None of those items were advanced by Mr. R.V.T. during the hearing.

In these circumstances, the decision remains the same, however Mr. R.V.T. is free to re-apply regarding the additional items above, and I grant him any leave necessary to do so.

Dated: April 24, 2017

---

Residential Tenancy Branch