



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

FF MNR

### Introduction

This hearing addressed the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for a Monetary Order for unpaid rent, pursuant to section 67 of the *Act*.

The tenants did not participate in the conference call hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that he individually served the tenants with the landlord's Application for Dispute Resolution ("Application for Dispute Resolution") by Registered Mail on January 6, 2017. The Canada Post tracking numbers for these documents were provided at the hearing. I find that pursuant to section 89 and 90 of the *Act*, the tenants were deemed served with the Application for Dispute Resolution on January 11, 2017, five days after their mailing.

At the outset of the hearing the landlord amended his Monetary Order of \$2,350.00 to \$3,100.00. This reflected an error he had made in totalling the amounts shown on the monetary order worksheet he submitted. A copy of an invoice that was sent to the tenants on July 4, 2016 reflecting outstanding rent displays the correct amount. As part of the evidentiary package, the landlord produced an email from the tenants acknowledging receipt of this email containing the invoice. Pursuant to section 64(3)(c), I have amended the landlord's application.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

Can the landlord recover the filing fee from the tenant?

### Background and Evidence

The landlord provided undisputed testimony that this tenancy began on February 8, 2015; rent was set at \$1,450.00 per month and a security deposit of \$750.00 continues to be held by the landlord.

The landlord said that due to repeated non-payment of rent, the tenants vacated the rental unit on their own accord on June 30, 2016. The landlord explained that he sought a Monetary Order in satisfaction of unpaid rent for the following months. This amount also included a fine that the landlord faced from his strata for which the tenants were responsible as per the terms of their tenancy agreement:

Item	Amount
February 2016 rent	\$450.00
March 2016 rent	1,450.00
April 2016 rent	950.00
May 2016 rent	150.00
Strata Fine	100.00
<b>Total =</b>	<b>\$3,100.00</b>

As part of his evidentiary package, the landlord produced a letter from the strata corporation addressed to the landlord reflecting a fine of \$100.00 that he was required to pay on the tenants' behalf for their repeated violations of the strata rules.

In addition to this letter, the landlord produced detailed correspondence between him and the tenants via email and text messages demonstrating that the tenants were aware of the unpaid rent and the strata fine.

### Analysis

The landlord provided testimony that full rent has not been paid for the months of February, March, April, and May 2016. In addition, the tenants received a fine of \$100.00 from the building's strata which they did not pay but was paid on their behalf by the landlord. I accept this uncontested evidence offered by the landlord that he has suffered a financial loss as identified on his Application for Dispute Resolution.

Section 7(1) of the *Act* establishes that tenants who do not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Based on the landlord's undisputed testimony, I am satisfied that the tenants failed to pay rent for the months identified above, that the tenants were aware of the unpaid rent and strata violations, and that the landlord suffered a financial loss due to a strata violation that the tenants' received, but did not pay. I will therefore grant the landlord the entire sum requested in

his application for a monetary award. As he was successful in his application for dispute resolution the landlord may retain the security deposit under section 72 of the *Act* as relief against the monetary award.

Again due to the landlord's success in his application, and pursuant to section 72 of the *Act*, the landlord may recover the \$100.00 filing fee from the tenants.

### Conclusion

I am making a Monetary Order of \$2,450.00 in favour of the landlord as follows:

Item	Amount
February 2016 rent	\$450.00
March 2016 rent	1,450.00
April 2016 rent	950.00
May 2016 rent	150.00
Strata Fine	100.00
Return of Filing Fee	100.00
Less Security Deposit	(-750.00)
<b>Total =</b>	<b>\$2,450.00</b>

The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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: May 31, 2017

---

Residential Tenancy Branch