



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPB, MNR, MND, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords seeking an Order of Possession for unpaid rent or utilities; an Order of Possession for breach of an agreement; a monetary order for unpaid rent or utilities; a monetary order for damage to the unit, site or property; and to recover the filing fee from the tenant for the cost of the application.

The landlords both attended the hearing and each gave affirmed testimony. However, the line remained open while the phone system was monitored for in excess of 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlords testified that the Landlord's Application for Dispute Resolution and notice of this hearing were served to the tenant by registered mail on March 17, 2017 and were given the opportunity to provide proof of such mailing after the hearing had concluded. I have now received a Canada Post cash register receipt bearing that date as well as a Registered Domestic Customer Receipt addressed to the tenant and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing, the landlords indicated that the tenant has vacated the rental unit and the landlords have possession of it, and are therefore withdrawing the applications for an Order of Possession. The landlords did not lead any evidence with respect to a monetary claim for damages, and I dismiss that portion of the application with leave to reapply.

All evidence of the landlords has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

The issue remaining to be decided is:

- have the landlords established a monetary claim as against the tenant for unpaid rent or utilities?

### Background and Evidence

The first landlord (LM) testified that this fixed term tenancy began on February 1, 2016 and expired on January 31, 2017, thereafter reverting to a month-to-month tenancy. The tenant moved out of the rental unit on or about February 26, 2017. Rent in the amount of \$1,525.00 per month was payable on the 1<sup>st</sup> day of each month and was raised to \$1,581.43 effective February 1, 2017. A copy of the tenancy agreement and a copy of a Notice of Rent Increase have been provided for this hearing. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$762.50 which is still held in trust by the landlords, and no pet damage deposit was collected.

The tenant failed to pay rent when it was due in January, 2017 and on January 31, 2017 the landlords served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities both in person and by posting a copy to the door of the rental unit. A copy has been provided for this hearing and it is dated January 31, 2017 and contains an effective date of vacancy of February 10, 2017 for unpaid rent in the amount of \$1,525.00 that was due on January 1, 2017. The tenant did not dispute the notice or pay the rent and is further in arrears for February, 2017 in the amount of \$1,581.43. The rental unit was re-rented for May 1, 2017, and the landlords seek a monetary order for unpaid rent for January and February, 2017 totalling \$3,106.43.

The tenancy agreement provides for basic quarterly water services and the Addendum states that any excess usage for water or garbage is to be paid by the tenant. The landlord testified that when the bills were received the tenant was provided with a copy. The tenant didn't pay the \$33.00 excess for the July 25, 2016 bill or the October 20, 2016 bill totalling \$30.25 or the 55 cent bill dated January 19, 2017 and the landlords claim \$63.80.

The second landlord (AM) testified that she prepared the evidence for this hearing and thought copies of the water bills had been provided. The tenant has not paid any rent or anything toward the water bills since the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was served.

The landlords were given the opportunity to provide to me by facsimile copies of the utility bills after the hearing concluded.

### Analysis

I accept the undisputed testimony of both landlords that the tenant has not paid any rent for the months of January or February, 2017. I have also reviewed the evidentiary material, particularly the tenancy agreement and the Notice of Rent Increase, and I find that the landlords have established a monetary claim for unpaid rent as against the tenant in the amount of \$3,106.43.

I have also received the water bills provided by the landlords, and I accept the undisputed testimony of the landlords that the tenant has not paid the excess portion of the July 25, 2016 bill or the October 20, 2016 bill or the January 19, 2017 bill, and the landlords have established the claim of \$63.80.

Since the landlords have been successful with the application the landlords are also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,270.23.

The landlords' applications for an Order of Possession are withdrawn.

The landlords' application for a monetary order for damage to the unit, site or property is hereby dismissed with leave to reapply.

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