



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, received at the Residential Tenancy Branch on March 1, 2017 (the "Application"). The Landlords applied for a monetary order for unpaid rent or utilities, pursuant to the *Residential Tenancy Act* (the "Act").

The original hearing of this matter took place on January 9, 2017. All parties were in attendance at the hearing. After considering the parties evidence and submissions, the arbitrator granted the Landlords an order of possession and a monetary order in the amount of \$2,225.00. However, the name of the Tenant was misspelled on the previous application and this was reflected in the decision and orders. F.B.G. confirmed that the Tenant vacated the rental unit, but that the Landlords have been unable to enforce the monetary order due to the spelling error. Accordingly, the Landlords have reapplied for a monetary order for unpaid rent only. The file number for the previous decision has been included on the cover page of this Decision for ease of reference.

The Landlords were both represented at the hearing by F.B.G., who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlords, F.B.G. testified the Application package was served on the Tenant within three days after receiving the Application package materials. She confirmed it was served on the Tenant, in person, outside his place of work. Pursuant to section 71 of the *Act*, I find the Tenant was sufficiently served with the Application package for the purposes of the *Act*.

F.B.G. was 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.

Issue to be Decided

Are the Landlords entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

The Landlords submitted a copy of the written tenancy agreement between the parties into evidence. It confirmed the tenancy began on September 1, 2016. Rent in the amount of \$1,125.00 per month was due. An addendum to the tenancy agreement provided that, if paid on or before the first day of each month, rent would be reduced to \$1,100.00. The Tenant paid a security deposit of \$550.00, which the Landlords hold.

On behalf of both Landlords, F.B.G. testified that rent remains outstanding, as follows:

Item	Amount
Rent (November 2016):	\$425.00
Rent (December 2016):	\$1,125.00
Rent (January 2017):	\$1,125.00
TOTAL:	\$2,675.00

According to F.B.G., no payments have been received since the original decision and orders were issued.

Included with the Landlords' documentary evidence was a copy of the original decision and orders, dated January 9, 2017. In the decision, the arbitrator confirmed the parties agreed on the amount of rent outstanding as summarized above. The arbitrator granted the Landlords a monetary award in the amount of \$2,225.00, which was calculated as follows:

Item	Amount
Rent (November 2016):	\$425.00
Rent (December 2016):	\$1,125.00
Rent (January 2017):	\$1,125.00
Filing fee:	\$100.00
<i>LESS security deposit:</i>	<i>(\$550.00)</i>
TOTAL:	\$2,225.00

On behalf of the Landlord, F.G. testified she has been unable to enforce the monetary order because the Tenant's last name was misspelled on the original application, decision and orders.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when due under a tenancy agreement. In this case, the tenancy agreement confirmed, and I find, that rent in the amount of \$1,125.00 was due each month.

On behalf of the Landlords, F.B.G. provided testimony confirming rent was not paid when due, and that rent in the amount of \$2,675.00 remains outstanding. Her testimony was supported by a copy of the tenancy agreement between the parties and a copy of an arbitrator's decision and orders, dated January 9, 2017. During the previous hearing, the parties agreed that rent in the amount of \$2,675.00 was outstanding. Accordingly, I find the Landlords are entitled to a monetary award in the amount of \$2,225.00, as calculated by the previous arbitrator and set out above. The decision and orders dated January 9, 2017, are of no further force of effect.

As the error in the spelling of the Tenant's last name was not the Tenant's mistake, I decline to grant the Landlords recovery of the second filing fee paid to make this Application.

Conclusion

The Landlords are granted a monetary order in the amount of \$2,225.00. The 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: August 2, 2017

Residential Tenancy Branch