



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

OPR MNR FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on January 26, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities; and,
- to recover the filing fee for the cost of this application.

The Landlord and one of the Tenants attended the hearing and provided testimony. The Landlord stated that she sent each tenant a copy of the Application for Dispute Resolution to the rental unit by registered mail on November 16, 2017. I find the tenants received these packages on November 21, 2017, the fifth day after their registered mailing, pursuant to Section 90 of the *Act*. The Tenant who attended did not raise any issue with respect to the service of this documentation.

The Landlord testified that the Tenants finally vacated the rental unit on January 4, 2018, after a couple months of degraded relations. As such, the Landlord no longer requires an order of possession. In consideration of this, I hereby amend the Landlord's application accordingly and will not be addressing her request for an order of possession any further.

Both parties were provided 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 recover the filing fee from the Tenants for the cost of this application?

### Background and Evidence

The Landlord testified that monthly rent is \$650.00, and is due on the first of the month. The Landlord stated that she still hold a security deposit in the amount of \$325.00. The tenancy agreement was provided into evidence which lists both Tenants, and indicates the agreement was entered into on June 1, 2017.

The Landlord provided a copy of the 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the 10 Day Notice), which was posted to the door of the rental unit on November 2, 2017. At the top of the 10 Day Notice, the landlord specified that the Tenants owed \$650.00 in rent at the time the notice was issued.

During the hearing, Landlord stated that the Tenants also did not pay rent for December 2017, or for January 2018. The Tenant who appeared at the hearing stated that he vacated the rental unit on January 4, 2018, after being forced out by the Landlord. The Tenants provided no evidence that they paid rent for the months indicated by the Landlord.

The Landlord stated that the Tenants left the rental unit a mess, and there were several repairs that needed to be completed before it could be re-rented. As a result, the Landlord has not been able to get new tenants in the unit for the month of January 2018 because of the work needed to clean up the mess.

### Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence before me to demonstrate that the Tenants owe and have failed to pay \$1,950.00 in rent for November and December of 2017 and January of 2018. I find both Tenants listed on the tenancy agreement are equally responsible to ensure full rent is paid each month, as per the tenancy agreement. Further, given that the Landlord was unable to mitigate their lost rent for January 2018 by re-renting the unit, due to the condition of the rental unit, I find the landlord is entitled to compensation for the full month of January, despite the fact the unit was vacated on January 4, 2018.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was substantially successful in this hearing, I order the tenants to repay the \$100. In summary, I grant the monetary order based on the following:

<b>Claim</b>	<b>Amount</b>
Unpaid rent: November and December of 2017 and January of 2018	\$1,950.00
Filing fee	\$100.00
<b>TOTAL:</b>	<b>\$2,050.00</b>

### Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$2,050.00**. This order must be served on the tenants. If the tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: January 26, 2018

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Residential Tenancy Branch