



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNRL, FFL

### Introduction

This is an Application for Dispute Resolution (the “Application”) brought by the Landlord requesting a monetary order of \$4,517.69 for rent arrears and unpaid utilities. The Landlord also requests an order for payment of the filing fee.

The Landlord appeared for the scheduled hearing. I find that the notice of hearing was properly served by the Landlord on the Tenant the afternoon of May 16, 2018 in person, and that evidence was submitted in support of her claim.

The Tenants did not appear for the scheduled hearing, although I left the teleconference hearing connection open until 1:50 p.m. in order to enable either Tenant to call into this teleconference hearing scheduled for 1:30 p.m. The Landlord was given a full opportunity to be heard, to present affirmed testimony and to make submissions. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

Although all evidence was taken into consideration at the hearing, only that which was relevant to the issues is considered and discussed in this decision.

### Issues to be Decided

Is the Landlord entitled to a monetary order for payment of rent arrears and/or unpaid utilities, pursuant to section 67 of the *Residential Tenancy Act* (“Act”)?

Is the Landlord entitled to recovery of her filing fee, pursuant to section 72 of the Act?

### Background and Evidence

The Landlord states that this tenancy began in March of 2012 when the Tenants were in need of shelter on short notice; she agreed to have them stay the first month for free, then the following six months for \$600.00 per month until they were financially stable. The rental amount did not cover her expenses on the two bedroom home, but she was prepared to give these Tenants time so that they could then negotiate a regular tenancy agreement. The hydro bill was the responsibility of the Tenants, although the Landlord had to place that account into her name and the Tenants paid her directly for the charges incurred.

The couple continued to struggle financially and so no tenancy agreement was formally entered into. They agreed verbally to increase rent to \$650.00 around October of 2017, and that this appears to have included the future hydro expense. The Landlord states that as of the date of this Application, the Tenants owed \$4,500.00 for rent arrears and \$17.69 for unpaid hydro expenses previously incurred. A handwritten spreadsheet showing amounts owing and payments made by the Tenants back to 2015 was submitted into evidence, as well as copies of the hydro charges from 2012 to 2018. The Landlord states that she allocated the Tenant's payments as best as she could, apportioning between rent and utilities as noted in her summary.

The Landlord states that the Tenants have now failed to pay their July rent due to this hearing having been scheduled, and that she spoke to the Tenant, who then gave her notice to end this tenancy as of the end of July. The Landlord remarked that this was only twenty days notice to terminate the tenancy, when normally a full calendar month is required. The Landlord asks for a monetary order for money owing to the date of this Application in the sum of \$4,517.69 and \$100.00 for her filing fee.

### Analysis

Rule 7.3 of the Residential Tenancy Branch Rules of Procedure states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenants did not call into the conference call by 1:50 pm I chose to hear the Landlord's application in their absence.

A tenant's obligation to pay rent is a material term of a tenancy agreement, under section 26 of the Act:

**26** (1) *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

The Landlord's summary indicates that \$4,500.00 in rent is outstanding, up to and including May of 2018. The Landlord has satisfied me that the Tenants owe this in rent arrears as of the date of this Application. The Landlord submits that in addition to the monthly rent, the Tenants agreed to pay hydro charges, as evidenced by her payment summary that dates back several years. The outstanding charges for that utility expense is listed at \$17.69 and I accept that the parties agreed to the payment of this utility expense for the dates noted in the spreadsheet provided.

The Landlord has filed a monetary claim for \$4,517.69. I am satisfied that rent and utility charges in the sum of **\$4,517.69** is currently outstanding and a monetary order will be issued for payment by the Tenants. As the Landlord was successful in this application for possession, I am also prepared to award the filing fee of **\$100.00**.

This order must be served on the Tenants and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenants fail to make payment. Copies of this order are attached to the Landlord's copy of this Decision.

#### Conclusion

The Tenants are jointly and severally liable to the Landlord for payment in the sum of \$4,617.69. 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: July 19, 2018

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Residential Tenancy Branch