



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on April 11, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities.

The Landlord (agent) provided testimony at the hearing. The Tenants did not attend the hearing.

The Landlord testified that he sent a copy of the Notice of Hearing along with supporting documentary evidence to each of the Tenants on December 19, 2018, by registered mail. The Landlord provided a copy of the registered mailing receipt. The Landlord stated that the Tenants did not provide their forwarding address in writing, but the Landlord stated that he directly spoke with the moving company when they were there moving the Tenants' belongings and the company confirmed the new address where the Tenants were moving to. The Landlord stated that he attended the Tenant's new address on December 2, 2018, and confirmed with the concierge at the building that the Tenants were in fact living there. Subsequently, on December 19, 2018, the Landlord sent the Tenants his application package and evidence by registered mail. After considering the totality of the Landlord's statements, I find, pursuant to section 70 (2)(b), that the Tenants were sufficiently served on the fifth day after the Landlord sent the packages by registered mail.

The Landlord was 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?

Background and Evidence

The Landlord testified that monthly rent is \$4,000.00 (as per the Tenancy Agreement), and is due on the first of the month. The Landlord testified that he holds a security deposit in the amount of \$2,000.00. The Landlord stated that it took him several months to realize the Tenants' cheques were bouncing, but after looking at his records, the Tenants have failed to pay rent at all for June, July, August, September, October, November, and December 2018 (7x\$4,000.00 = \$28,000.00). The Landlord stated that the Tenants (and their roommates/co-occupants) did not fully clear all their belongings out until December 2, 2018, and left somewhat unannounced. The Landlord stated that they were unable to re-rent the unit for December 2018, so they are looking for this month as well. The Landlord presented copies of the bounced cheques.

Analysis

Based on the unchallenged 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 from the Landlord's undisputed documentary evidence and testimony before me to demonstrate that the Tenants owe and failed to pay \$28,000.00 in rent from the period of June until December 2018. I find the Tenants owe rent for December because they failed to leave as they were previously ordered after the last hearing, and the Landlord was unable to plan and re-rent the unit without a clear idea as to when the Tenants would actually leave. Vacant possession was not provided until December 2, 2018.

Section 72 of the *Act* allow me to authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount of rent still owed by the Tenants. This section of the Act also allows me to award the Landlord with the cost of the filing fee they paid, \$100.00. In summary, I grant the monetary order based on the following:

Claim	Amount
Unpaid rent:	\$28,000.00
Filing Fee	\$100.00
Less:	
Security Deposit currently held by Landlord	(\$2,000.00)
TOTAL:	\$26,100.00

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$26,100.00**. 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: April 12, 2019

Residential Tenancy Branch