



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL, MNRL

Introduction

This hearing convened as a result of a Landlords' Application for Dispute Resolution filed on January 26, 2019 wherein the Landlord sought monetary compensation from the Tenants for unpaid rent and recovery of the filing fee.

The hearing was scheduled for teleconference at 1:30 p.m. on May 14, 2019. Only the Landlord called into the hearing. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

The Tenants did not call into this hearing, although I left the teleconference hearing connection open until 1:58 p.m. Additionally, 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.

As the Tenants did not call in, I considered service of the Landlord's hearing package. The Landlord testified that he served both of the Tenants with the Notice of Hearing and the Application on January 30, 2019 by registered mail. A copy of the registered mail tracking numbers for both packages is provided on the unpublished cover page of this my Decision. The Landlord also provided documentary evidence confirming that the Tenants signed for the registered mail packages on January 31, 2019. Accordingly, I find the Tenants were duly served as of January 31, 2019 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's

submissions and or arguments are reproduced here; further, 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 monetary compensation from the Tenants?
2. Should the Landlord recover the filing fee?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement confirming that this one year fixed term tenancy began March 1, 2017; the agreement further provided that following the expiration of the fixed term the tenancy would continue on a month to month basis. Monthly rent was payable in the amount of \$2,100.00.

In support of his request for monetary compensation the Landlord testified as follows.

The Landlord testified that the Tenants vacated the rental unit as of March 24, 2018. He further stated that they failed to pay rent for the month of March 2018 such that the sum of \$2,100.00 was owed for rent.

The Tenants acknowledged responsibility for repaying this sum (as evidenced in electronic communication with the Landlord which was provided in evidence before me); the Tenants further agreed to pay \$100.00 per month until the debt was paid. The Landlord testified that the Tenants made seven payments of \$100 each (or \$700.00 total) but stopped paying in November of 2018. The parties discussed the issue via email and the Tenants acknowledged that they failed to pay. Despite further promises to pay, the Tenants failed to do so and the outstanding amount as of the date of the hearing was \$1,400.00. The Landlord confirmed that he sought monetary compensation for this amount.

The Landlord also testified that the Tenants damaged the carpet to such an extent that it required total replacement (at a cost of \$3,000.00). The documentary evidence before me confirms that the Tenants agreed to forfeit their security deposit of \$1,050.00 towards the cost to replace the carpet; this was also confirmed in correspondence between the parties, copies of which ..

The Landlord also sought recovery of the filing fee.

Analysis

After consideration of the Landlord's undisputed testimony and submissions, as well as the documentary evidence filed by the Landlord, I find as follows.

I find that the Tenants failed to pay the \$2,100.00 March 2018 rent as required by the residential tenancy agreement and section 26 of the *Residential Tenancy Act*. I accept the Landlord's evidence that the Tenants agreed to pay this amount at a rate of \$100.00 per month and ceased paying after seven payments. I therefore find the Landlord has established his entitlement to further monetary compensation in the amount of \$1,400.00.

Section 37 of the *Act* provides that a tenant must leave the rental unit clean and undamaged (except for reasonable wear and tear). I accept the Landlord's evidence that the Tenants damaged the carpet in the rental unit to such an extent that the carpet required replacement. I further accept the Landlord's evidence that the Tenants agreed the landlord could retain their \$1,050.00 security deposit towards the cost to replace the carpets. Pursuant to section 38(4)(a) of the *Act* I find the Tenants agreed the Landlord could retain those funds and I therefore authorize the Landlord to retain the Tenants' security deposit of \$1,050.00.

As the Landlord has been successful in this application I find, pursuant to section 72 of the *Act*, that the Landlord should also recover the \$100.00 filing fee.

Conclusion

The Landlord is entitled to monetary compensation in the amount of **\$1,500.00** representing unpaid rent for March 2018 and recovery of the filing fee. The Landlord is granted a Monetary Order for this sum and must serve a copy of the Order on the Tenants. Should the Tenants fail to pay, the Landlord may file and enforce the Monetary Order in the B.C. Provincial Court (Small Claims Division).

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 15, 2019

Residential Tenancy Branch