



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFL, MNRL-S

### Introduction

This hearing convened as a result of a Landlords' Application for Dispute Resolution, filed on January 31, 2019, wherein the Landlords sought \$6,900.00 in monetary compensation from the Tenants for unpaid rent as well as recovery of the filing fee.

The hearing was scheduled for 1:30 p.m. on May 21, 2019. Only the Landlord, J.B., called into the hearing. She gave affirmed testimony and was provided the opportunity to present their 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 2:01 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 Landlords' hearing package. The Landlord testified that they served both the Tenants with the Notice of Hearing and the Application on February 7, 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 A copy of the registered mail tracking numbers for both packages is provided on the unpublished cover page of this my Decision.

*Residential Tenancy Policy Guideline 12—Service Provisions* provides that service cannot be avoided by refusing or failing to retrieve registered mail and reads in part as follows:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to the above, and section 90 of the *Residential Tenancy Act*, documents served this way are deemed served five days later; accordingly, I find the Tenants were duly served as of February 12, 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 Landlords' 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.

### Preliminary Matters

The Landlord confirmed their email addresses during the hearing and their understanding that this Decision and any applicable Orders would be emailed to them.

### Issues to be Decided

1. Are the Landlords entitled to monetary compensation for unpaid rent?
2. Should the Landlords recover the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began January 2017. Monthly rent was \$2,650.00 and the Tenants paid a \$1,325.00 security deposit. The Tenants moved from the rental unit on February 5, 2019.

The Landlord testified that the Tenants failed to pay the rent such at the time the tenancy ended \$6,900.00 was owed for rent.

The Landlords obtained an Order of Possession by Decision dated January 23, 2019. The Adjudicator granted the Order of Possession but dismissed, with leave to reapply, the Landlords Application for \$6,900.00 in outstanding rent as the Adjudicator found that the Landlords had not sufficiently broken down the \$6,900.00 owing.

In their Application before me, the Landlords provide the requested breakdown as follows:

Monthly breakdown of rent per 10 day notice to end Tenancy				
Month and date of rent due	Rent amount owing	Amt of partial payment received	Date of partial payment received	Balance rent owed
May 1 2018	\$2,650.00	\$1,300.00	May 16 2018	\$1,350.00
June 1 2018	\$4,000.00	\$2,500.00	June 15 2018	\$1,500.00
July 1 2018	\$4,150.00	\$500.00	July 2 2018	\$3,650.00
Aug 1 2018	\$6,300.00	\$2,000.00	Aug 10 218	\$4,300.00
	\$4,300.00	\$1,000.00	Aug 11 2018	\$3,300.00
Sept 1 2018	\$5,950.00	\$1,000.00	Sept 13 2018	\$4,950.00
		\$500.00	Sept 16 2018	\$4,450.00
Oct 1 2018	\$7,100.00	\$2,000.00	Oct 2 2018	\$5,100.00
		\$650.00	Oct 22 2018	\$4,450.00
Nov 1 2018	\$7,100.00	\$1,000.00	Nov 7 2018	\$6,100.00
Dec 1 2018	\$8,720.00	\$2,000.00	Dec 4 2018	\$6,750.00
		\$500.00	Dec 21 2018	\$6,250.00
		\$2,000.00	Dec 29 2018	\$4,250.00
Jan 1 2018	\$6,900.00	\$0.00		\$6,900.00

The Landlord stated that when the Tenants left the rental unit the Landlord had to take five tons of garbage from the rental unit. She also stated that the rental unit was damaged, including 171 holes in the walls.

In the application before me the Landlords failed to make a claim for damages and other such monetary losses related to the condition of the rental unit. I therefore grant the Landlords leave to reapply for monetary compensation for these expenses.

### Analysis

After consideration of the Landlords' undisputed testimony and evidence and on a balance of probabilities I find as follows.

I accept the Landlords' evidence that when the tenancy ended the Tenants owed \$6,900.00 in rent. I am satisfied, based on the testimony of the Landlord, as well as the detailed breakdown provided in evidence that the Tenants failed to pay the full amount of rent owing during numerous months from May 1, 2018 to January 2019. I therefore award the Landlords the sum of **\$6,900.00** in monetary compensation for unpaid rent.

As the Landlords have been successful in their Application, I also award them recovery of the filing fee for a total of **\$7,000.00**.

Conclusion

The Landlords Application for monetary compensation for unpaid rent in the amount of \$6,900.00 and recovery of the \$100.00 filing fee is granted. Pursuant to sections 38 and 72 of the *Residential Tenancy Act* I authorize the Landlords to retain the Tenants \$1,225.00 security deposit towards the amounts awarded and I grant the Landlords a Monetary Order for the balance due in the amount of **\$5,775.00**. This Order must be served on the Tenants and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

The Landlords are granted leave to reapply for further monetary compensation related to the repair and cleaning costs incurred by the Landlords after the tenancy ended.

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 22, 2019

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Residential Tenancy Branch