



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

Tenant CL did not attend the hearing. The Landlord states, and Tenant TL (the “Tenant”) does not dispute, that Tenant CL was served with the Landlord’s application for dispute resolution and notice of hearing. The Landlord states, and the Tenant does not dispute, that Tenant CL’s last name is different from the name on the tenancy agreement as Tenant CL got married. The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The Parties agreed that the tenancy under written agreement started on September 15, 2017 and that no security deposit was collected by the Landlord.

The Landlord states that the tenancy agreement provides that the Tenants receive a rental subsidy of 30% based on the Tenants' gross household income and that for October and November 2018 the monthly rental amount calculated as payable was \$1,158.00. The Landlord states that the rental amounts for December 2018 and January, February and March 2018 were calculated at \$1,025.00 each month as one Tenant had applied for a reduction in the rental amount payable due to being laid off from employment. The Landlord states that the Tenants did not pay the full rental amounts for October to December 2018 inclusive and claims the following arrears:

- October 2018 - \$607.00;
- November 2018 - \$607.00; and
- December 2018 - \$474.00.

The Landlord states that no rents were paid for the remaining months until the end of the tenancy and the Landlord claims the following:

- January 2019 - \$1,025.00;
- February 2019 - \$1,025.00; and
- March 2019 - \$1,025.00.

The Landlord's total claim is \$4,763.00

The Tenant states that they do not agree with the Landlord's calculation of their subsidies because for some months the Tenant was laid off and received no income. The Tenant states that they did not provide the Landlord with the record of employment documents. The Tenant also states that Tenant CL was on employment insurance benefits for December 2018 but that they were unable to obtain these benefit documents required for the Landlord's calculations.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the Landlord's evidence of unpaid rent

based on income calculations and the Tenant's evidence of not having provided employment and income documents to the Landlord to receive a different subsidy amount, I find that the Landlord has substantiated that the Tenants' rental amount was established in accordance with the tenancy agreement. As a result, I find that Landlord has substantiated an entitlement to **\$4,763.00**. As the Landlord's claim has been successful I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total of **\$4,863.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$4,863.00**. If necessary, this order may be filed in the Small Claims Court and 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 Act.

Dated: June 24, 2019

Residential Tenancy Branch