



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL, MNRL

Introduction

This hearing convened as a result of a Landlords' Application for Dispute Resolution, filed on January 29, 2019, wherein the Landlords requested monetary compensation from the Tenants for unpaid rent and damage to the rental unit as well as recovery of the filing fee.

The hearing was originally scheduled for 1:30 p.m. on May 24, 2019. Only the Landlords called into that hearing. By Interim Decision dated May 24, 2019 I adjourned the hearing to July 12, 2019. This Decision must be read in conjunction with my Interim Decision.

The hearing reconvened at 11:00 a.m. on July 12, 2019. At that time only the Landlords called into the hearing, although they were not able to connect to the hearing until 11:07 a.m. The Tenant did not call into the hearing although I left the teleconference open until 11:30 a.m. I confirmed from the teleconference system that the Landlords and I were the only ones who had called into this teleconference.

By my Interim Decision of May 24, 2019 the Tenants were informed of the hearing date and time for the adjourned hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing which was attached and sent to the Tenants with my Interim Decision.

The Landlords attended both hearings and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

Commencement of Hearing:

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

Consequences of not attending the hearing

If a party or their agent fails to attend the 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 I found the Tenant was served with Notice of the Hearing and Notice of the Adjourned hearing, I proceeded with the hearing in their absence.

Preliminary Matter

At the outset of the hearing the Landlord, R.S., confirmed she wished to withdraw her claim for monetary compensation for damage and cleaning of the rental unit as she was not able to upload photos and receipts to support her claim. Accordingly, I dismiss that portion of the Landlords' claim with leave to reapply.

Issues to be Decided

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

Background Evidence

The Landlord, R.S., testified on behalf of the Landlords. She stated that the tenancy began June 1, 2018. Monthly rent was payable in the amount of \$1,500.00 per month payable on the first of the month. The Landlords also provided in evidence a copy of the residential tenancy agreement confirming this information.

The Landlord testified that although the Tenant was to pay a security deposit of \$750.00, she only provided a cheque in the amount of \$375.00. She further testified that the \$375.00 cheque, as well as the Tenant's first month's rent cheque, were both returned for non-sufficient funds such that the Tenant failed to pay anything to the Landlords.

The Landlord stated that the Tenant moved out at the end of July 2018, pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The Landlord stated that they were able to re-rent the unit as of August 1, 2018 such that the Landlords sought monetary compensation for unpaid rent for June and July 2018.

Analysis

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

Pursuant to section 26 of the *Act* a Tenant must pay rent when rent is due. I find, based on the tenancy agreement provided in evidence, as well as the Landlords undisputed testimony that the Tenant was obligated to pay monthly rent in the amount of \$1,500.00.

I accept the Landlord's evidence that the Tenant failed to pay rent for June and July 2018 such that I find the Landlord is entitled to recover the sum of \$3,000.00 in unpaid rent.

As the Landlord has been successful in their application I also grant them recovery of the filing fee for a total award of **\$3,100.00**.

Pursuant to section 67 of the *Act* I grant the Landlord a Monetary Order in the amount of **\$3,100.00**. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

Conclusion

The Landlord's request for monetary compensation in the amount of \$3,100.00 for unpaid rent and recovery of the filing fee is granted. The Landlord's request for monetary compensation for damage to the rental unit is dismissed with leave to reapply.

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, 2019

Residential Tenancy Branch