



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNR, MND, FFL

Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent and garbage removal costs. The landlord's agent appeared for the hearing; however, there was no appearance on part of the tenants.

Since neither of the two named tenants appeared, I explored service of hearing documents upon each of the tenants. The landlord submitted that a hearing package was sent to each tenant at the same address on May 15, 2019 via registered mail. The landlord provided the registered mail receipts, including tracking numbers. The package sent to the male tenant was successfully delivered on May 18, 2019; however, the package sent to the female tenant was unclaimed and returned to the landlord.

As for the address used to send the hearing packages, the landlord submitted evidence that the landlord made enquiries with the Ministry of Social Development with respect to the male tenant's current address and an address was provided to the landlord on January 29, 2019. However, there was no enquiry concerning the female tenant's current address.

Where an applicant uses registered mail to send a hearing package to the respondent, the landlord must be prepared to demonstrate that the address used for service was either the forwarding address provided by the tenant or the tenant's current address of residence at the time of mailing.

In the circumstances and considering the evidence before me, I was satisfied the male tenant was duly served with notification of this proceeding; however, I found the landlord failed to prove that a hearing package was sent to the female tenant at her current address of residence. Co-tenants are jointly and severally liable to fulfill their obligations under the Act and the tenancy agreement. As such, a landlord may pursue all or one of

the co-tenants. I informed the landlord that I was prepared to proceed to hear these claims against the male tenant but that I would exclude the female tenant as a party since I was unsatisfied she was duly served. The landlord's agent indicated she was prepared to proceed against the male tenant only. Accordingly, I have amended the style of cause to name the male tenant only.

The landlord brought to my attention that the male tenant has made three payments of \$200.00 to the landlord since this application was filed and that the landlord was seeking a Monetary Order for the balance that remains outstanding after deducting the payments made by the tenant. I have reflected the tenant's payments in making this decision.

Issue(s) to be Decided

Has the landlord established an entitlement to recovery of the amounts claimed against the tenant for unpaid rent and garbage removal?

Background and Evidence

The tenancy started on September 9, 2013. No security deposit was required or paid. The rent was subsidized and at the end of the tenancy the tenants' rental obligation was \$511.00 payable on the first day of the month.

The landlord submitted that the tenants failed to pay rent for May 2018. A 10 Day Notice to End Tenancy for Unpaid Rent was issued on May 8, 2018 indicating rent of \$511.00 was outstanding and a stated vacancy date of May 23, 2018 ("10 Day Notice").

On May 24, 2018 the landlord found the rental unit had been vacated or abandoned by the tenants.

The landlord seeks to recover unpaid rent for the month of May 2018 in the amount of \$511.00. The landlord submitted a copy of the tenancy agreement, a document that provides for the calculation of the tenants' share of the monthly rent, and the 10 Day Notice in support of this claim.

The landlord also seeks to recover \$240.00 it paid to have garbage and abandoned property left by the tenants removed from the rental property. The landlord submitted photographs, a copy of the move-out inspection report, and, a letter seeking reimbursement of this amount from the tenants in support of this claim.

The landlord's agent testified that since filing this claim the tenant has provided three \$200.00 payments to the landlord to be applied toward the amounts claimed. The landlord seeks a Monetary Order for the balance outstanding of \$151.00 plus recovery of the filing fee.

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement, even if the landlord has violated the Act, regulations or tenancy agreement, unless the tenant has a legal right to withhold rent.

Upon consideration of the unopposed evidence before me, including the tenancy agreement, the calculation for subsidized rent, and the 10 Day Notice dated May 8, 2018; I accept that the tenant was required to pay rent of \$511.00 for the month of May 2018 and failed to do so. I was not provided any evidence to suggest the tenants had the lawful right to withhold rent from the landlord for the month of May 2018. Therefore, I grant the landlord's request to recover unpaid rent for the month of May 2018 in the amount of \$511.00.

With respect to the landlord's claim for garbage removal, upon review of the landlord's unopposed evidence, I accept that the tenants left abandoned property, debris and/or garbage at the rental unit at the end of the tenancy. Section 37 of the Act requires that a tenant must leave a rental unit reasonably clean and vacant at the end of the tenancy which includes removal of garbage and personal possessions. I find the landlord's request to recover \$240.00 to remove the tenant's property and garbage to be reasonable and I award that amount to the landlord as requested.

I further award the landlord recovery of the \$100.00 filing fee pursuant to the authority afforded me under section 72 of the Act.

In light of the above, I find the landlord is entitled to recovery a total of \$751.00 for rent and garbage removal, plus \$100.00 for the filing fee, from the tenant as requested. I recognize the payments made by the tenant since this claim was filed in the sum of \$600.00 in providing the landlord a Monetary Order in the net amount of \$251.00.

Conclusion

The landlord was successful in its claims against the tenant. After recognizing the payments the tenant has made since the landlord filed this application, the landlord is provided a Monetary Order for the balance owed of \$251.00 to serve and enforce upon the tenant.

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: August 22, 2019

Residential Tenancy Branch