



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on October 2, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "*Act*"):

- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The Tenants and the Landlord's Agent, P.K., attended the hearing at the appointed date and time and provided affirmed testimony.

P.K. testified that the Application and documentary evidence package was sent to the Tenants by registered mail on October 6, 2019. The Tenants confirmed receipt. Pursuant to section 88 and 89 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*. The Tenants confirmed that they did not submit any documentary evidence in preparation for the hearing.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy started about two years ago, prior to the Landlord purchasing the rental property. During the tenancy the Tenants were required to pay rent in the amount of \$1,250.00 to the Landlord which was due on the first day of each month. The Tenants did not pay a security or pet damage deposit. The tenancy ended on November 15, 2019.

P.K. testified that the Tenants have failed to pay rent in the amount of \$14,250.00 since January 2018. The Landlord submitted a rental ledger outlining the partial payments of rent received from the Tenants as well as the amounts of outstanding rent owing. According to P.K, the Tenants failed to pay rent in the amount of \$5,500.00 from January 2018 to April 2019. P.K. stated that the Tenants failed to pay any amount of rent from May 2019 until the end of the tenancy in the amount of \$8,750.00. P.K. stated that the Landlord served the Tenants a 10 Day Notice to End Tenancy and that the parties mutually agreed to end the tenancy based on the 10 Day Notice.

In response, the Tenants stated that they have always paid their rent in full each month and denied owing the Landlord any amount of unpaid rent. The Tenants stated that they paid their rent in cash and that the Landlord never provided them with a receipt. The Tenants stated that they felt that the Landlord wanted to end the tenancy as a result of the home needing repairs.

The Landlord stated that he kept accurate record of the rent he received by the Tenants. The Landlord submitted receipts confirming that the Tenants had made several partial payments of rent via e-transfer throughout the tenancy.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find;

Section 26(1) of the *Act* confirms:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Landlord is claiming that the Tenants have failed to pay rent in the amount of \$14,250.00 throughout the course of the tenancy. The Landlord provided a detailed rental ledger which outlines the dates the Tenants made partial rent payments, as well

as how much rent was outstanding each month. The Tenants stated that they paid rent in full each month to the Landlord which was paid in cash. The Tenants stated that the Landlord did not provide them with a receipt confirming payments made. The Landlord provided copies of partial rent payments by the Tenants which were paid by e-transfer throughout the tenancy.

On a balance of probabilities, I find that it is more likely than not that the Tenants failed to pay rent in full throughout the tenancy. I find the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$14,250.00. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$14,350.00, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$14,250.00
Filing fee:	\$100.00
TOTAL:	\$14,350.00

Conclusion

The Tenants have breached the Act by not paying rent when due to the Landlord. The Landlord is granted a monetary order in the amount of \$14,350.00. The monetary order should be served to the Tenants as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: December 2, 2019

Residential Tenancy Branch