



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, FFL

Introduction

On September 16, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; a monetary order for money owed or compensation for damage or loss, and to recover the filing fee.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The Landlord’s agent (“the Landlord”) appeared at the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time.

The Landlord provided affirmed testimony that he served the Tenant with the Notice of Dispute Resolution Proceeding in accordance with the order of substituted service decision dated October 9, 2019. The Landlord testified that the Tenant received the Notice of Hearing and other documentary evidence on October 12, 2019 at 9:00 pm.

The Landlord provided a screenshot showing that the Tenant was online at 9:00 pm and had received all the documents the Landlord sent. I find that in accordance with section 71(2)(b) of the Act, the Tenant was served with the Notice of Dispute Resolution Proceeding on October 12, 2019.

The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?

Background and Evidence

The Landlord testified that the tenancy began on August 1, 2019, as a one-year fixed term tenancy. Rent in the amount of \$2,300.00 was to be paid to the Landlord by the first day of each month. The Landlord testified that the Tenant moved out of the rental unit on October 1, 2019. The Landlord provided a copy of the tenancy agreement.

Unpaid Rent

The Landlord is seeking a monetary order for unpaid rent in the amount of \$2,300.00. The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement for the month of September 2019.

Storage Locker Cost

The Landlord is seeking a monetary order for an unpaid storage locker charge in the amount of \$10.00. The Landlord testified that the Tenant did not pay the storage charge for the month of September 2019.

Hydro Bill

The Landlord is seeking a monetary order for an unpaid hydro bill in the amount of \$45.46. The Landlord testified that rent did not include the cost of hydro and the Tenant did not pay the hydro bill for the last 41 days of the tenancy. The Landlord provided a copy of a hydro bill for July 11 to September 10, 2019.

Analysis

Section 26 of the Act provides that 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.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

I find that the Tenant failed to pay the rent owing under the tenancy agreement for the month of September 2019. I find that the Tenant owes the Landlord the amount of \$2,300.00.

I find that the Tenant failed to pay the storage cost for the month of September 2019. I find that the Tenant owes the Landlord the amount of \$10.00.

I accept the Landlord's testimony that the Tenant was required to pay the hydro costs at the rental unit. I find that the Tenant failed to pay the hydro costs for the last 41 days of the tenancy. I award the Landlord the amount of \$45.46.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2455.46 comprised of \$2,300.00 for unpaid rent; \$10.00 for storage; \$45.46 for hydro costs; and the \$100.00 fee paid by the Landlord for this hearing.

I grant the Landlord a monetary order in the amount of \$2,455.46. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent and utility costs owing under the tenancy agreement.

The Landlord has established a monetary claim in the amount of \$2,455.46

I grant the Landlord a monetary order in the amount of \$2,455.46.

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: January 27, 2020

Residential Tenancy Branch