



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL, MNRL, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on December 12, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

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

The hearing was scheduled for 1:30pm on May 11, 2020 as a teleconference hearing. The Landlord appeared and provided affirmed testimony. No one appeared for the Tenants. The conference call line remained open and was monitored for 11 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenants by registered mail as well as in person on December 13, 2019. Based on the oral submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenants are deemed to have been served with the Application and documentary evidence on December 13 and 18, 2019.

The Landlord was 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 Residential Tenancy Branch 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 a monetary order for damage or compensation, pursuant to Section 67 of the *Act*?
3. Is the Landlord entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord testified that the tenancy began on June 1, 2006. The Landlord stated that the Tenants are required to pay rent in the amount of \$900.00 which is due to the Landlord by the first day of each month. The Landlord stated that the Tenants paid a security deposit in the amount of \$300.00. The Landlord stated that the Tenants continue to occupy the rental unit. The Landlord provided a copy of the tenancy agreement in support.

The Landlord is also seeking a monetary order for unpaid rent in the amount of \$5,080.00. The Landlord stated that the Tenants have not paid their rent in full dating back to 2018. The Landlord provided a rental ledger in support. The Landlord stated that he is not seeking to end the tenancy at this time, however, he feels as though the Tenants have taken advantage of his kindness by not paying rent in full, when due, for such a long period of time. If successful, the Landlord is seeking the return of the filing fee paid to make the Application.

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.

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

The Landlord stated that the Tenants have failed to pay rent in the amount of \$5,080.00 which has accumulated since 2018. There is no evidence before me to indicate that the Tenants had a right to deduct all or a portion of the rent. As such, I find that the Tenant breached Section 26 of the *Act*. I find the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$5,080.00 for unpaid rent. 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 \$5,180.00.

### Conclusion

The Landlord is granted a monetary order in the amount of \$5,180.00. This order must be served on the Tenants as soon as possible. If the Tenant fails to comply the monetary order it 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: May 11, 2020

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Residential Tenancy Branch