



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL

### Introduction

In this dispute, the landlord sought unpaid rent pursuant to sections 26 and 67 of the *Residential Tenancy Act* (the “Act”). They also sought recovery of the filing fee.

The landlord applied for dispute resolution on May 28, 2020 and a dispute resolution hearing was held on June 25, 2020. The landlord and his spouse attended the hearing, and they were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Absent from the hearing were the tenants.

The landlord testified that he served the Notice of Dispute Resolution Proceeding package on the tenants, in two separate packages to each tenant, by way of Canada Post registered mail on June 3, 2020. Based on the undisputed oral evidence of the landlord I find that the tenants were served in accordance with the Act.

I have only reviewed and considered oral and documentary evidence submitted meeting the requirements of the *Rules of Procedure*, to which I was referred, and which was relevant to determining the issues of this application.

### Issues

1. Is the landlord entitled to unpaid rent?
2. Is the landlord entitled to recovery of the application filing fee?

### Background and Evidence

The landlord gave evidence that the tenancy began on April 1, 2018 and that it is a fixed-term tenancy ending on May 31, 2021. Monthly rent, which is due on the first of the month, is \$2,200.00.

As of today, June 25, 2020, the tenants owe a total of \$6,600.00 in rent arrears. Copies of two letters, sent from the landlord to the tenants and which outlines and describes the arrears, were submitted into evidence.

Also sought by the landlord is the \$100.00 application for dispute resolution filing fee.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent.

The landlord testified, and provided documentary evidence to support their submission, that the tenants have not paid rent over the past few months and are now in arrears in the total of \$6,600. Further, there is no evidence before me that the tenants had a right under the Act to deduct some or all of the rent.

As an aside, while I recognize and appreciate that there may be COVID-19-related financial difficulties (as alluded to in the letters) in this case, this is not a permissible reason under the Act not to pay rent.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving his claim for compensation for unpaid rent. As such, pursuant to section 67 of the Act, I award the landlord \$6,600.00

Finally, section 72(1) of the Act provides that an arbitrator may order payment of a fee under section 59(2)(c) by one party to a dispute resolution proceeding to another party. A successful party is generally entitled to recovery of the filing fee. As the landlord was successful, I grant his claim for reimbursement of the filing fee in the amount of \$100.00.

Conclusion

I hereby grant the landlord a monetary order in the amount of \$6,700.00, which must be served on the tenants. Should the tenants fail to pay the landlord the amount owed, the landlord may file, and enforce, the order in the Provincial Court of British Columbia (Small Claims Court).

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: June 25, 2020

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Residential Tenancy Branch