



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

In this dispute, the landlord seeks unpaid rent under section 67 of the *Residential Tenancy Act* (the “Act”), and, recovery of the filing fee under section 72 of the Act.

On June 18, 2020, the landlord applied for dispute resolution and a hearing was held on July 17, 2020. The landlord’s agent (the “landlord”) attended the hearing, and they were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; the tenant did not attend.

The landlord testified that they served the Notice of Dispute Resolution Proceeding package on the tenant by way of Canada Post registered mail on June 19, 2020. A copy of the Canada Post registered mail receipt and tracking number were submitted into evidence. A review of the online registered mail tracking website indicated that the package was delivered to the tenant’s address at 11:48 AM on June 22, 2020. Based on this undisputed evidence I am prepared to find that the landlord served the tenant the Notice of Dispute Resolution Proceeding package in compliance with sections 59(3) and 89(1)(c) of 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 a monetary order for unpaid rent?
2. Is the landlord entitled to a monetary order for the filing fee?

Background and Evidence

The tenancy started on July 10, 2019 and monthly rent, which is due on the first of the month, is \$1,500.00. The tenant paid a security deposit of \$750.00. A copy of the Residential Tenancy Agreement (the "Agreement") was submitted into evidence.

Regarding this application, the landlord seeks unpaid rent in the amount of \$3,000.00. The tenant has not paid rent for June and for July 2020. A copy of the landlord's ledger, which contains payment and monetary transaction information regarding the tenant (whose name appears on the ledger) indicated that, as of June 3, 2020, the tenant was \$1,500.00 in arrears. As of today, the landlord testified that the tenant is now in arrears for two months' of rent. Also submitted in evidence with the landlord's application was a Monetary Order Worksheet.

After I indicated to the landlord that I would be granting their application, the landlord asked what the next steps were, given that the tenant continues not to pay rent.

I explained that if, after the monetary order was served on the tenant, the tenant refused to pay the outstanding amount then the landlord is at liberty to file the monetary order in the Small Claims Court (Provincial Court of British Columbia). Once the order is filed in that court, additional enforcement measures may then proceed, which include, but are not limited to, the seizure of assets, garnishment of wages or salary, garnishment of bank accounts, and seizure of any future income tax refunds. In addition, the tenant would be liable for the costs of collection.

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 not pay the rent.

The landlord testified, and provided documentary evidence to support their submission, that the tenant has not paid rent for June and July 2020 in the amount of \$3,000.00. There is, I should note, insufficient evidence before me to find that the tenant had a legal right under the Act to not 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 their claim for unpaid rent of \$3,000.00.

In respect of the landlord's claim for the filing fee, 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 therefore grant their claim for reimbursement of the \$100.00 filing fee.

Conclusion

The landlord's application is granted.

I hereby grant the landlord a monetary order in the amount of \$3,100.00, which must be served on the tenant. If the tenant does not pay the landlord the amount owed, the landlord may file, and enforce, the order in the Provincial Court of British Columbia.

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: July 17, 2020

Residential Tenancy Branch