



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL, FFL

### Introduction

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

The landlord applied for dispute resolution on May 17, 2020 and a dispute resolution hearing was held on July 3, 2020 at 1:30 PM. The landlord and his son attended the hearing on time, and they were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The tenant dialled into the hearing at 1:37 PM, after I had heard the landlord’s evidence.

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 compensation for unpaid rent?
2. Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on July 20, 2016 and monthly rent is \$3,500.00. The rent is due on the twentieth of the month. A security deposit of \$1,750.00 was paid by the tenant. A copy of the written Residential Tenancy Agreement (the “agreement”) was submitted into evidence.

The landlord testified that the tenant has not paid rent since February 20, 2020, and that she is now in arrears of \$17,500.00. A copy of an Excel spreadsheet was submitted into

evidence showing the amounts accumulating. Also submitted into evidence were screenshots of various text messages between the tenant and the landlord regarding the tenant's failure to pay rent.

It should be noted that when the tenant dialled into the teleconference at 1:37 PM, and after I had heard the testimony and submissions of the landlord, she identified herself as the tenant. I asked her what her position was in respect of the landlord's application, to which she responded with something unintelligible. I asked her if she had anything to tell me, to which she replied, "tell you what?" Finally, I asked her for a third time whether she had anything to say, to which I was met with silence. After not obtaining any meaningful response, or cooperation for that matter, from the tenant I ended the hearing at 1:38 PM.

### Analysis

The applicant has the onus of proving the claim in their application and the standard of proof is the balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

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 tenant has not paid rent, as required by the agreement, for five months. Further, there is no evidence before me that the tenant had a right under the Act to not pay rent.

Taking into consideration the undisputed 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 \$17,500.00 in rent. Accordingly, I award the landlord the amount claimed.

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 their claim for reimbursement of the \$100.00 filing fee.

Conclusion

I hereby grant the landlord a monetary order in the amount of \$17,600.00, which must be served on the tenant. Should the tenant 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 under section 9.1(1) of the Act.

Dated: July 4, 2020

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Residential Tenancy Branch