



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenant with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 27, 2020. The tenants stated that the documentary evidence submitted was not served to the landlord. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act, except for the tenant's documentary evidence. The tenants confirmed that the documentary evidence was not served as such, is excluded from consideration in this decision.

At the outset, all parties also agreed that the named landlord had incorrectly named itself as an individual when in fact the landlord is a company as shown in the submitted copy of the signed tenancy agreement. As such, both parties agreed to the landlord's application being amended to reflect the actual landlord.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on October 1, 2017 on a fixed term tenancy until July 31, 2018 as per the submitted copy of the signed tenancy agreement dated July 20, 2017. The monthly rent was \$7,600.00 payable on the 1st day of each month. Both parties agreed during the hearing that the monthly rent was later amended to \$6,000.00 per month. A security deposit of \$3,800.00 and a pet damage deposit of \$3,800.00 were paid and later forfeited to the landlord.

The landlord seeks a monetary claim of \$17,072.92 which consists of:

\$5,033.88	Unpaid Utilities, February 2, 2018- September 7,2018
\$1,539.04	Unpaid Landscaping Maintenance, October 31, 2017- June 8, 2018
\$10,400.00	Unpaid Rent, June and July 2018
\$100.00	Filing Fee

The landlord stated that the tenants failed to pay rent for the months June and July of 2018 at \$6,000.00 per month. The tenants agreed that rent was \$6,000.00 per month and that no rent was paid for June and July 2018.

The landlord seeks \$1,539.04 for landscaping maintenance costs agreed to in an addendum condition #5 as part of the signed tenancy agreement. The landlord provided details that the landscaping costs were for the period October 31, 2017 to June 8, 2018. The tenants agreed that landscaping costs were agreed to as part of the signed tenancy agreement and addendums as claimed by the landlord. The tenants stated that they had no idea of the costs associated with such a large property.

The landlord seeks \$5,033.88 in unpaid utilities for the period February 2, 2018 to September 7, 2018. The landlord clarified that these utilities were from local municipal water, sewage fees for the property. The landlord stated that in addendum #3 the

tenants agreed to pay these costs. The tenants confirmed that these costs were agreed to in the addendum to the signed tenancy agreement. The tenants stated that they were not aware of how high these costs could be when it was agreed to.

In support of these claims, the landlord has submitted copies of:

Signed Tenancy Agreement dated July 20, 2017

Signed Residential Tenancy Agreement Addendum

“Worksheet” detailed breakdown of entire claim and attached related invoices

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the undisputed affirmed evidence of both parties and find that the landlord has established a claim for \$17,072.92 as filed. The tenant, N.H. confirmed in her affirmed testimony that she was not disputing each of the landlord’s claims. The tenants acknowledged that the rent was not paid for June and July; the landscaping maintenance charges and municipal utilities were not paid as agreed to in the addendum to the signed tenancy agreement as claimed by the landlord. On this basis, the landlord is granted a monetary order for \$17,072.92 as detailed above.

Conclusion

The landlord is granted a monetary order for \$17,072.92.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that 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 *Residential Tenancy Act*.

Dated: July 27, 2020

Residential Tenancy Branch