



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Fujishige Shearing Canada and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPU, MNDL-S, MNRL-S, MNDCL-S, FFL

Introduction

On August 6, 2020 the Landlord submitted an Application for Dispute Resolution (the “Application”), seeking relief pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

- a monetary order for unpaid rent or utilities;
- an order granting authorization to retain the security deposit;
- an order of possession for unpaid rent;
- a monetary order for damage, compensation, or loss; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 11:00 A.M. on September 17, 2020 as a teleconference hearing. The Landlord’s Agent appeared and provided affirmed testimony. No one appeared for the Tenants. The conference call line remained open and was monitored for 12 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’s Agent and I were the only persons who had called into this teleconference.

The Landlord’s Agent testified the Application and documentary evidence package was served to the Tenants by registered mail on August 15, 2020. Based on the oral and written 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 August 20, 2020. The Tenants did not submit documentary evidence in response to the Application.

The Landlord's Agent 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 Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

The Landlord's Agent stated that the Tenants moved out of the rental unit sometime during the first week of September 2020. The Landlord's Agent stated that he is no longer seeking an order of possession based on unpaid rent and utilities. The hearing continued based on the Landlord's Application for monetary compensation relating to unpaid rent and utilities.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent and utilities, pursuant to Section 67 of the *Act*?
2. Should the Landlord be authorized to apply the security deposit against their claim, in accordance with Section 38 and 72 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's Agent testified that the tenancy began on November 15, 2018. Rent in the amount of \$1,350.00 was due to the Landlord on the first day of each month. The Tenants paid a security deposit in the amount of \$675.00, which the Landlord continues to hold. The Landlord's Agent stated that the Tenants vacated the rental unit during the first week of September 2020.

The Landlord's Agent testified the Tenants did not pay rent in the amount of \$1,350.00 when due in February and in March 2020. Subsequently, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 25, 2020 (the "10 Day Notice") with an effective vacancy date of March 31, 2020. The Landlord's Agent stated that the 10 Day Notice was served to the Tenant by registered mail on March 25, 2020.

The Landlord's Agent testified that the Tenants made no payments towards the outstanding rent owed for February and March 2020. Furthermore, the Landlord's

Agent testified that the Tenants failed to pay rent when due for April, May, June, July August and September 2020. The Landlord is seeking a monetary order in the amount of \$10,800.00 for unpaid rent.

The Landlord's Agent stated that the Tenants have also failed to pay utilities to the Landlord in the amount of \$1,368.65. The Landlord provided a copy of the utility bills in support, as well as the written demand letter which was served to the Tenants in relation to the unpaid utilities.

As noted above, the Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Section 26 of the Act explains that the 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.

I accept the Landlord's undisputed testimony that after service of the 10 Day Notice, the Tenants failed to pay the balance of rent owing in the amount of \$1,350.00 for February and March 2020. I accept that the Tenants also failed to pay rent when due for April, May, June, July, August, and September 2020, before vacating the rental unit during the first week of September 2020 for a total balance of unpaid rent in the amount of \$10,800.00. As I do not have any evidence before me that the Tenants had a right under this Act to deduct any of their rent, I find that the Tenants are in breach of Section 26 of the Act.

I further find that the Tenants were required but failed to pay utilities to the Landlord in the amount of \$1,368.65. I find the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$10,800.00 and for unpaid utilities in the amount of \$1,368.65. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Further, I find it appropriate in the circumstances to order that the Landlord retain the security deposit held in partial satisfaction of the claim.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$11,593.65, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$10,800.00
Unpaid Utilities:	\$1,368.65
Filing fee:	\$100.00
<i>LESS</i> security deposit:	-\$675.00
TOTAL:	\$11,593.65

Conclusion

The Tenants failed to pay rent and utilities to the Landlord when due. The Landlord is granted a monetary order in the amount of \$11,593.65. The monetary order should be served to the Tenant as soon as possible and 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: September 17, 2020

Residential Tenancy Branch