



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent in the amount of \$10,500.00; and to recover the \$100.00 cost of their Application filing fee.

The Landlord and an agent for the Landlord, P.M. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 20 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlord and the Agent, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were the Landlord and the Agent.

I explained the hearing process to the Landlord and Agent and gave them an opportunity to ask questions about the hearing process. During the hearing the Landlord was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that she served the Tenants with the Notice of Hearing documents by process server on July 25, 2020. The Landlord submitted an Affidavit of Service sworn by the process server, D.W., on July 31, 2020. The Landlord said that everything she submitted to the RTB was included in the packages served on the Tenants. I find that the Tenants were deemed served with the Notice of Hearing documents in accordance

with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenants.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing.

Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Landlords entitled to recovery of the Application filing fee?

Background and Evidence

The Landlord said that the fixed term tenancy began on July 27, 2019 and ran to July 27, 2020, with a monthly rent of \$2,500.00, due on the 27th day of each month. The Landlord said that the Tenants owed, but did not pay the Landlords a security deposit of \$1,250.00, and no pet damage deposit. The Landlord confirmed that the Tenants moved out of the rental unit on July 26, 2020, but did not give a forwarding address. The Landlord said that they had the Tenants' work address at which they served the Tenants with the documents for this hearing.

The Landlord said in the hearing that the Tenants would not participate in a discussion of a repayment plan. The Landlord said they were flexible, but had no response from the Tenants in this regard.

The Landlord said that one rent cheque bounced before the Covid19 state of emergency and she said:

And all of a sudden, they called us in mid-Spring and asked not to deposit their rent cheques, because they'll bounce. They said: 'We won't make payments until further notice.' We contacted them to advise about the government assistance offer, and to register with this program. They applied for this, but we kept in

contact about the rest. We still have to pay the mortgage, tax, and insurance. At least tell us what you can pay so we can plan our finances.

The Landlords submitted a monetary order worksheet, and testified in the hearing as to the amounts set out below, regarding the unpaid rent they say is owed them by the Tenants:

	Receipt/Estimate From	For	Amount
1	March 27 th , 2020	Unpaid rent	\$2,000.00
2	April 27 th , 2020	Unpaid rent	\$2,000.00
3	May 27 th , 2020	Unpaid rent	\$2,000.00
4	June 27 th , 2020	Unpaid rent	\$2,000.00
5	July 27 th , 2020	Unpaid rent	\$2,000.00
		Total monetary order claim	\$10,000.00

The Landlord also said they received five supplementary rent payments from the government for Covid19 relief of \$500.00 each from March through July 2020. The Landlords ascribed these funds toward the \$12,500.00 the Tenants owed the Landlords in rent for this time period, leaving \$10,000.00 owing in total.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 26 of the Act states: "A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the 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." There is no evidence before me that the Tenants had a right to deduct any portion of the rent from the monthly amount due to the Landlords. In the absence of any evidence to the contrary, and pursuant to sections 26 and 67 of the Act, I grant the Landlords a monetary award of **\$10,000.00** in recovering of the unpaid rent from the Tenants.

The Landlords are also awarded recovery of the **\$100.00** Application filing fee, pursuant to section 72 of the Act, for a total Monetary Order of **\$10,100.00**.

Conclusion

The Landlords' undisputed claim for compensation for unpaid rent against the Tenants is successful. The Landlords are granted a monetary award for the outstanding rent owed by the Tenants to the Landlord of \$10,000.00. The Landlords are also awarded recovery of the \$100.00 Application filing fee for a total monetary order of **\$10,100.00**.

This Order must be served on the Tenants by the Landlords and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

As the Tenants were jointly and severally liable while they were joint Tenants, the Landlords may enforce the Monetary Order against one or the other or both of them.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 14, 2020

Residential Tenancy Branch