



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL

Introduction

In this dispute, the landlords seek a monetary order for unpaid rent, for an unpaid hydro bill, for an unpaid security deposit, and for NSF fees, pursuant to section 67 of the *Residential Tenancy Act* (the “Act”).

The landlord filed an application for dispute resolution on May 3, 2020 and a dispute resolution hearing was held on September 8, 2020. The landlord (P.D.) attended the hearing and was given a full opportunity to be heard, present affirmed testimony, make submissions, and 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, and she submitted copies of the registered mail receipts into evidence. Based on this undisputed evidence I find that the tenant was served in accordance with 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.

Issue

Are the landlords entitled to a monetary order for the matters claimed?

Background and Evidence

By way of background the tenancy began on April 3, 2020 and the monthly rent is \$1,900.00, which is due on the first of the month. The tenant was supposed to pay a security deposit of \$850.00 but did not, and for which the landlords seek a monetary order. A copy of the written tenancy agreement was submitted into evidence.

The landlord gave evidence that the tenant has not paid full rent since April 2020. He has made some payments here and there but is otherwise in arrears to the amount of \$9,250.00. It is noted that he has not paid rent for September 2020, an amount which is included in the arrears now claimed. The landlord testified that the tenant has come up with various excuses for not paying, including that of being infected with the COVID-19 virus, that of setting up a new bank account and not having a bank card, and various “this and that” excuses.

In addition to the rent arrears and security deposit, the tenant owes the landlords \$137.50 for BC Hydro that the tenant was supposed to pay but did not. Finally, the landlords have incurred a total of \$28.00 in NSF bank charges due to the tenant's bounced rent cheques. The total amount sought by the landlords is \$9,415.50.

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, including any additional amounts such as utilities when required, 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 that the tenant has not paid rent for many months, and as of today, September 8, 2020, owes \$9,250.00.

In addition to the above arrears, the landlord has incurred additional losses of \$137.50 for the hydro bill and \$28.00 in NSF charges as a result of the tenant issuing cheques when there were insufficient funds in the bank.

Taking into consideration all 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 landlords have met the onus of proving their claim for \$9,415.50.

Pursuant to section 67 of the Act I grant the landlord a monetary award and corresponding order in the amount of \$9,415.50

Conclusion

I hereby grant the landlords a monetary order in the amount of \$9,415.50, which must be served on the tenant. Should the tenant fail to pay the landlords the amount owed, the landlords 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: September 8, 2020

Residential Tenancy Branch