



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNRL, MNDCL-S, FFL

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on June 26, 2020 the Dispute Resolution Package was sent to each Tenant at the rental unit, via registered mail. The Tenant stated that the Tenants received these documents in the mail and that she is representing the male Tenant at these proceedings, as he is ill. On the basis of the undisputed evidence, I find that the Dispute Resolution Package was sent to each Tenant, pursuant to section 89 of the *Residential Tenancy Act (Act)*. As the Dispute Resolution Package was properly served to the male Tenant and the Tenant stated that she was representing him at these proceedings, the hearing proceeded in the absence of the male Tenant.

In June of 2020 the Landlord submitted evidence to the Residential Tenancy Branch, which included several hydro bills. The Landlord stated that this evidence was served to the Tenants with the Dispute Resolution Package on June 26, 2020. The Tenant stated that she received evidence with the Dispute Resolution Package in June of 2020, but she was never served with copies of hydro bills. The evidence the Tenant acknowledged receiving in June of 2020 was accepted as evidence for these proceedings. The hydro bills she did not acknowledge receiving were not accepted as evidence for these proceedings.

The Landlord stated that on September 15, 2020 she submitted an Amendment to the Application for Dispute Resolution, in which she increased the amount of her claim for unpaid rent and unpaid utilities.

Although I was unable to locate the Amendment to the Application for Dispute Resolution at the time of the hearing, I was able to locate it after the hearing concluded. In the Amendment the Landlord increased the amount of the claim for unpaid rent to \$10,680.00 and she increased the amount of the claim for other losses to \$1,055.31. At the hearing the Landlord stated that the Landlord was increasing the amount of the claim for unpaid rent to \$10,680.00.

The Landlord stated that she served the Amendment to the Application for Dispute Resolution to the Tenants, via registered mail, on September 15, 2020. The Tenant acknowledged receipt of the Amendment. I find that the claim for unpaid rent has been properly amended and I will therefore consider the claim for unpaid rent, in the amount of \$10,680.00.

At the hearing the Landlord stated that the Amendment to the Application for Dispute Resolution increased the amount of the claim for unpaid utilities to \$900.97. I find that the Amendment does not clearly explain that the claim for unpaid utilities was increased to \$900.97, and I therefore find that the Amendment did not properly amend the Application for Dispute Resolution to include this increased amount.

I find it reasonable, however, for the Tenants to conclude that the Landlord would be seeking to recover all of the unpaid utilities that are currently due, including utilities that have become due since the Application for Dispute Resolution was filed. I therefore allow the Application for Dispute Resolution to be amended at the hearing to include a claim of \$900.97 for unpaid utilities.

The Amendment to the Application for Dispute Resolution does not explain why the Landlord is seeking an additional \$154.34. At the hearing the Landlord acknowledged that the Amendment does not explain the additional claim. As the additional claim was not properly explained in the Amendment, it will not be considered at these proceedings.

On September 15, 2020 the Landlord submitted additional hydro bills to the Residential Tenancy Branch. The Landlord stated that these bills were served to the Tenant with the Amendment to the Application for Dispute Resolution on September 15, 2020. The Tenant denies receiving the additional hydro bills and they were not accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

### Preliminary Matter

The parties were advised that I was unable to determine if the Landlord was being truthful when she declared that hydro bills had been served as evidence to the Tenants or whether the Tenant was being truthful when she declared this evidence was not received.

The parties were advised that I was inclined to adjourn the hearing to provide the Landlord with the opportunity to re-serve the hydro bills to the Tenants.

The Landlord stated that she did not want an adjournment and that she will withdraw the application for unpaid utility bills. On the basis of this testimony, I find that the Landlord has withdrawn the claim of \$900.97 for unpaid utilities. As this issue is no longer in dispute, any testimony regarding the claim for unpaid utilities will not be recorded here.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and to keep all or part of the security deposit?

### Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began in 2019;
- the Tenants were required to pay rent of \$1,780.00 by the first day of each month;
- the Tenants paid a security deposit of \$900.00, and
- no rent has been paid for the period between April 01, 2020 and September 30, 2020.

The Landlord stated that the rental unit was vacated on September 25, 2020. The Tenant stated that the rental unit was vacated on September 24, 2020.

The Landlord is seeking compensation, in the amount of \$10,680.00, for unpaid rent.

The Landlord stated that at a previous dispute resolution proceeding a Residential Tenancy Branch Arbitrator granted the Landlord authority to retain \$100.00 from the Tenants' security deposit. The Tenant did not appear to understand the meaning of this testimony. As such, the Landlord was asked to provide the file number of the previous dispute resolution proceeding, which appears on the first page of this decision.

During the hearing I viewed the decision from the aforementioned previous dispute resolution proceeding. The Tenant was informed that the Landlord had previously been granted permission to retain \$100.00 of the Tenants' security deposit.

### Analysis

Section 26 of the *Residential Tenancy Act (Act)* requires rent to be paid when it is due.

On the basis of the undisputed evidence, I find that the Tenants did not pay rent when it was due on the first day of April, May, June, July, August, or September of 2020. I therefore find that the Tenants owe rent of \$10,680.00 for those six months.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$10,780.00, which includes \$10,680.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the remaining \$800.00 of the Tenants' security deposit in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$9,980.00. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: October 16, 2020

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Residential Tenancy Branch