



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, FFL

### Introduction

On June 26, 2020, the Landlords made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards this debt pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On September 9, 2020, the Landlords amended the Application for Dispute Resolution seeking to increase the amount of monetary compensation being sought pursuant to Section 67 of the *Act*.

Landlord J.A. attended the hearing and had B.H. attend as an agent for the Landlords. Both Tenants attended the hearing as well. All in attendance provided a solemn affirmation.

B.H. advised that the Notice of Hearing and evidence package was served to each Tenant by registered mail on July 1, 2020 and the Tenants confirmed that they received this package. J.A. also advised that they served the amended Application to the Tenants by posting it to the Tenants’ door on July 19, 2020 and then submitted the Amendment to the Residential Tenancy Branch on September 9, 2020. Included in this Amendment was additional evidence.

The Tenants confirmed that they received this Amendment and additional evidence package as well. As the Notice of Hearing package, the Amendment, and the evidence were all served in accordance with the *Act* and the Rules of Procedure, I am satisfied that the Tenants have been served the Landlord’s documents. As such, I have accepted the Landlords’ evidence and will consider it when rendering this Decision.

The Tenants confirmed that they did not submit any documentary evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Are the Landlords entitled to a Monetary Order for compensation?
- Are the Landlords entitled to apply the security deposit towards this debt?
- Are the Landlords entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on August 5, 2019 and ended when the Tenants were forcibly evicted from the rental unit by bailiffs on July 20, 2020. Rent was established at \$2,200.00 per month and was due on the first day of each month. A security deposit of \$1,100.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

B.H. advised that the Landlords were seeking compensation in the amount of **\$8,500.00** for rent arrears in the following amounts:

- |              |            |
|--------------|------------|
| • March 2020 | \$2,200.00 |
| • April 2020 | \$700.00   |
| • May 2020   | \$1,200.00 |
| • June 2020  | \$2,200.00 |
| • July 2020  | \$2,200.00 |

He stated that the idea of a payment plan was proposed to the Tenants; however, they did not respond to the Landlords.

Tenant T.S. advised that due to the COVID pandemic, they were not able to pay these amounts of rent. They did not dispute that they owed this total amount of rental arrears.

J.A. advised that the Landlords are also seeking compensation in the amounts of **\$592.04** and **\$358.56** for 50% of the gas and hydro utilities owed since February 2020. The tenancy agreement indicated that the Tenants were responsible for half of these utilities. She referenced the bills and written demands submitted as documentary evidence to support these claims.

Tenant R.R. advised that they did not have any submissions to make on these claims. She agreed that they were responsible for these amounts as well.

### Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

With respect to the Landlords' claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

Regarding the Landlords' claim for rental arrears of \$8,500.00, as there is no dispute that the Tenants owe this amount, I grant the Landlords a monetary award in the amount of **\$8,500.00** for the total rental loss of these months.

With respect to the Landlords' claims for outstanding utilities of \$592.04 and \$358.56, as there is no dispute that the Tenants owe these amounts, I grant the Landlords a monetary award in the amount of **\$950.60** to satisfy these claims.

As the Landlords were successful in this Application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this Application.

Pursuant to Sections 38, 67, and 72 of the *Act*, I grant the Landlords a Monetary Order as follows:

**Calculation of Monetary Award Payable by the Tenants to the Landlords**

March 2020 rental loss	\$2,200.00
April 2020 rental loss	\$700.00
May 2020 rental loss	\$1,200.00
June 2020 rental loss	\$2,200.00
July 2020 rental loss	\$2,200.00
Fortis	\$592.04
BC Hydro	\$358.56
Filing fee	\$100.00
Security deposit	-\$1,100.00
<b>TOTAL MONETARY AWARD</b>	<b>\$8,450.60</b>

Conclusion

The Landlords are provided with a Monetary Order in the amount of **\$8,450.60** in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this 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: October 16, 2020

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Residential Tenancy Branch