



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 September 14, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for unpaid rent and compensation, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord’s agent attended the conference call hearing; however, the Tenants did not attend at any time during the 15-minute hearing. The Landlord testified that they served the Tenants with the Notice of Dispute Resolution Proceeding by sending the packages via registered mail on September 21, 2020. The Landlord provided the tracking numbers and stated that the packages were delivered to the Tenants on September 25, 2020, according to the Canada Post website. I find that the Tenants have been duly served with the Notice of Dispute Resolution Proceeding in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenants did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

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.

Issues to be Decided

Should the Landlord receive a Monetary Order for unpaid rent/utilities, in accordance with section 67 of the Act?

Should the Landlord receive a Monetary Order for compensation, in accordance with section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

Background and Evidence

The Landlord submitted a Tenancy Agreement and testified that the month-to-month tenancy began on April 1, 2019. The monthly rent was \$1,550.00 and a security deposit of \$775.00 was collected. The Tenants moved out of the rental unit on September 30, 2020.

The Landlord provided a monetary order worksheet and testified that the Tenants failed to pay their rent in August and September 2020 for a total amount of \$3,100.00.

The Landlord provided invoices and documentation that indicated the Tenants owed the Landlord \$180.00 in outstanding parking fees for the months of October through to December 2019. The Landlord also submitted evidence and claimed bank service charges for the months of January and February 2020, in the total amount of \$40.00, that resulted from the Tenants' rent cheques being returned as not having sufficient funds.

The Landlord is claiming losses in the amount of \$3,320.00 and is requesting to apply the security deposit to their claim.

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 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, and provided undisputed documentary evidence to support their submissions, that the Tenants did not pay rent when it was due, have outstanding parking and bank service charges and are in arrears for the amount claimed. I note that

there is no evidence before me that the Tenants had a right under the Act to not pay the rent.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the Landlord has met the onus of proving their claim for compensation in the amount of \$3,320.00.

I find that the Landlord's Application has merit and that the Landlord is entitled to recover the cost of the filing fee for this Application for Dispute Resolution, in the amount of \$100.00, pursuant to section 72 of the Act.

Pursuant to section 72(2) of the Act, I authorize the Landlord to keep the Tenants' security deposit in the amount of \$775.00, in partial satisfaction of the monetary claim. Based on these determinations I grant the Landlord a Monetary Order for the balance of \$2,645.00 in accordance with section 67 of the Act.

Conclusion

Pursuant to Section 67 of the Act, I grant the Landlord a Monetary Order for \$2,645.00. In the event that the Tenants do not 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 *Residential Tenancy Act*.

Dated: January 05, 2021

Residential Tenancy Branch