



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

This hearing convened as a result of a Landlords' Application for Dispute Resolution, filed on September 17, 2020, wherein the Landlords sought monetary compensation from the Tenants for unpaid rent in the amount of \$7,468.48, authority to retain their security deposit towards any amounts awarded, as well as recovery of the \$100.00 filing fee.

Only the Landlord J.N. and the Landlords' agent, L.W. called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenants did not call into this hearing, although I left the teleconference hearing connection open until 1:47 p.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlords and I were the only ones who had called into this teleconference.

As the Tenants did not call in, I considered service of the Landlords' hearing package. L.W. testified that they served the Tenants with the Notice of Hearing and the Application on September 29, 2020 by email. Email service was permitted by the Interim Decision of Adjudicator Doyan made September 25, 2020. A copy of the email serving the Tenants as well as the Interim Decision was provided in evidence before me. Pursuant to the Interim Decision, service was effective three days after the email was sent such that I find the Tenants were duly served as of October 2, 2020 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlords' submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord and the Landlords' Agent and relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Are the Landlords entitled to monetary compensation for unpaid rent?
2. Should the Landlord be authorized to retain the Tenants security deposit?
3. Should the Landlords recover the filing fee?

### Background and Evidence

The residential tenancy agreement was provided in evidence. The agreement confirmed that the tenancy began March 1, 2017. The amount of monthly rent was left blank although the agreement indicated that the Tenants paid a security deposit of \$1,025.00. The Landlord's agent, L.W. confirmed that when the tenancy began the rent was \$2,050.00. The rent was raised during the tenancy and most recently the Landlord issued a Notice of Rent Increase on November 15, 2019 which provided that rent was increased to \$2,242.12 as of March 1, 2020.

The Landlords agreed the Tenants could pay \$500.00 less, or \$1,742.12 per month, in rent from April to June 2020 in recognition of the Covid-19 pandemic. L.W. testified that the Tenants failed to pay this reduced rent in April, May and June. The Tenants also failed to pay their September rent such that as of the date of the hearing the sum of **\$7,468.48** remained outstanding:

|                               |                   |
|-------------------------------|-------------------|
| April 2020                    | \$1,742.12        |
| May 2020                      | \$1,742.12        |
| June 2020                     | \$1,742.12        |
| September 2020                | \$2,242.12        |
| <b>Total Outstanding Rent</b> | <b>\$7,468.48</b> |

At the hearing before me the Landlords also sought recover of the \$100.00 filing fee for a total claim of \$7,568.48.

### Analysis

After consideration of the Landlords' undisputed testimony and evidence and on a balance of probabilities I find as follows.

I find the Tenants were obligated to pay monthly rent of \$2,242.12 effective March 1, 2020. I accept the Landlords' submissions that the Tenants were offered a reduced rent during the months April, May and June 2020 such that they were to pay \$1,742.12 monthly for those months.

I further accept L.W.'s testimony that the Tenants failed to pay for April, May and June and failed to pay the full rent which was due for September 2020 (\$2,242.12 pursuant to the November 15, 2019 rent increase) such that at the time of the hearing the Tenants were in arrears of their rental payments in the amount of \$7,468.48.

Section 26 of the *Residential Tenancy Act* (the "*Act*") provides that a tenant must pay rent when rent is due. I therefore find the Landlords are entitled to monetary compensation from the Tenants in the amount of \$7,468.48 for unpaid rent.

As the Landlords have been successful in their Application, pursuant to section 72 of the *Act*, I also award them recovery of the \$100.00 filing fee for a total award of **\$7,568.48**.

I grant the Landlords authority, pursuant to sections 38 and 72 of the *Act*, to retain the Tenants' \$1,025.00 security deposit towards the amounts awarded and I grant the Landlords a Monetary Order, pursuant to section 67 of the *Act*, for the balance due in the amount of **\$6,543.48**. This Order must be served on the Tenants and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

### Conclusion

The Landlords claim is granted in its entirety. They are entitled to monetary compensation for unpaid rent, authority to retain the Tenants' security deposit and recovery of the filing fee.

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 11, 2021

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Residential Tenancy Branch