



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR-PP, OPRM-DR, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution by Direct Request that was made on December 1, 2020 and adjourned to a participatory hearing. This hearing was convened pursuant to the Landlords' Application seeking the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent;
- a monetary order for unpaid rent; and
- the return of the filing fee.

The hearing was scheduled for 11:00 AM on February 22, 2021 as a teleconference hearing. The Landlord A.R. appeared at the appointed date and time of the hearing and provided affirmed testimony. No one appeared for the Tenants. The conference call line remained open and was monitored for 15 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenants by registered mail on December 11, 2020. Copies of the Canada Post registered mail receipts were submitted in support. Based on the oral and written submissions of the Landlords, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenants are deemed to have been served with the Application and documentary evidence on December 16, 2020, the fifth day after their registered mailing.

### Preliminary Matters

At the start of the hearing, the Landlord stated that the tenancy has since ended due to a fire at the rental unit which occurred on January 13, 2021. As such, the Landlords are no longer pursuing an order of possession, therefore, the claim was withdrawn. The hearing continued based on the Landlords' monetary claim for unpaid rent and for the return of the filing fee.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

### Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

### Background and Evidence

The Landlord stated that the tenancy started sometime around July 2019. The Landlord stated that the Tenants were required to pay rent to the Landlords in the amount of \$1,500.00 which was due on the first day of each month. The Tenants did not pay any deposits at the start of the tenancy. The Landlord stated that the tenancy ended on January 13, 2021 after a fire burned down the rental unit.

The Landlord testified that the Tenants failed to pay rent in the amount of \$3,000.00 for the months of July and August 2020. The Landlord stated that the parties agreed to a repayments plan, however, the Tenants did not adhere to this agreement and have not paid any amounts to the Landlords in relation to the repayment plan. The Landlord stated that the Tenants also failed to pay rent for December 2020 and January 2021 increasing the amount of unpaid rent to \$6,000.00. The Landlord provided a copy of the repayment plan and a 10 Day Notice dated November 13, 2020 in support.

As noted above, the Tenants did not attend the hearing to dispute the Landlords' evidence.

### Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

*A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I find that the Landlords have provided sufficient evidence to demonstrate that the Tenants failed to pay \$3,000.00 to the Landlords for July and August 2020. I further find that the Tenants failed to pay rent to the Landlords in the amount of \$3,000.00 for December 2020 and January 2021. I find that the Landlords have established an entitlement to a monetary award for unpaid rent in the amount of \$6,000.00. Having been successful, I also find the Landlords are entitled to recover the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I find the Landlords are entitled to a monetary order in the amount of \$6,100.00, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Unpaid rent:	\$6,000.00
Filing fee:	\$100.00
<b>TOTAL:</b>	<b>\$6,100.00</b>

### Conclusion

The Tenants have breached the *Act* by not paying rent when due to the Landlords. The Landlords are granted a monetary order in the amount of \$6,100.00. The monetary order should be served to the Tenants as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: February 23, 2021

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Residential Tenancy Branch