



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      Landlord: OPR MNR FF  
Tenant: CNR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on March 11, 2021.

The Landlord attended the hearing. However, the Tenant did not. The Landlord stated that he had a third party serve the Tenant, in person, with his Notice of Hearing and evidence on or about January 19, 2021. I find the Tenant was sufficiently served for the purposes of this proceeding.

The Landlord was provided the 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 submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

The hearing was by telephone conference and began promptly, as scheduled, at 9:30 AM Pacific Time on March 11, 2021, as per the Notice of a Dispute Resolution Hearing provided to the parties. The line remained open while the phone system was monitored for 10 minutes and the only participant who called into the hearing during this time was the Landlord who was ready to proceed. The Landlord testified that the Tenant has now moved out of the rental unit.

After the ten minute waiting period, the Tenant's application was **dismissed in full, without leave to reapply**. However, since the tenancy is already over, the Landlord does not require an order of possession pursuant to section 55 of the Act.

Further, the Landlord has requested to amend his application to include rent that has accrued since the original application date. I turn to the following Rules of Procedure (4.2):

**Amending an application at the hearing**

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

I hereby amend the Landlord's application accordingly.

Issue(s) to be Decided

- Is the landlord entitled to a monetary order for unpaid rent or utilities?
- Is either party entitled to recover the filing fee for the cost of their application?

Background and Evidence

The Landlord testified that rent is set at \$1,400.00, and is due on the first of the month. The Landlord stated that he does not hold a security or pet deposit. The Landlord stated that the Tenant stopped paying rent 6 months ago, and also owes utilities.

The Landlord explained that the Tenant rents the whole house, but the BC Hydro bill is under the Landlord's name. The Landlord explained that the Tenant is responsible for all utility costs, including the hydro bill. At the time the Landlord filed this application, the Tenant owed \$582.86 for one BC Hydro bill for the period of September 24, 2020, until November 24, 2020. The Landlord provided a copy of the bill screenshot showing the address, his name, and the amount. Although there are more bills which have accrued, he is only seeking this amount at the hearing today, plus all the rent he is owed.

With respect to rent, the Landlord stated that the Tenant failed to pay any rent for October, November, December of 2020, as well as January, February, and March of 2021, totalling  $6 \times \$1,400.00 = \$8,400.00$ .

The Landlord stated that the Tenant did not give any Notice that she would be leaving, and only sent him a text on March 2, 2021, saying she left the keys at the Landlord's house, and that she had vacated the unit, never to return. The Landlord stated that the Tenant left piles of garbage all over the place, and did not clean up at all. The Landlord

stated he is still cleaning up, and it has cost a lot of money to dispose of all the Tenant's abandoned items.

### Analysis

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

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent.

Having considered the evidence presented at the hearing, I find there is insufficient evidence to show that the Tenant had a right under the *Act* to withhold rent. The consistent evidence before me is that the Tenant did not pay rent for 6 months from October 2020 through March 2021 (\$8,400.00). Further, although the Tenant only resided in the unit for the first few days of March, I find she is still liable for this month's rent, as she failed to provide any advance notice, in compliance with the *Act*, and she also left the unit messy, which made it difficult to re-rent. As such, I find the Landlord is entitled to a monetary order for unpaid rent for these months. I award \$8,400.00 for this item.

With respect to the utilities, I accept the Landlord's testimony that the Tenant is responsible for the electricity bills under the tenancy agreement. I also accept that the Landlord was left to pay for this amount, which was solely based on the Tenant's use and consumption. I find the Tenant is liable for this amount, in full, as per the screenshot of the bill provided into evidence. I award \$582.86 for this item.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the landlord was substantially successful in this hearing, I order the tenant to repay the \$100. In summary, I grant the monetary order in the amount of \$9,082.86.

### Conclusion

The landlord is granted a monetary order pursuant to Section 67 in the amount of **\$9,082.86** comprised of rent owed. This order must be served on the tenant. If the tenant fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 11, 2021

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Residential Tenancy Branch