



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FFL

Introduction

On February 11, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession; for a monetary order for unpaid rent or utilities; and to recover the cost of the filing fee. On May 27, 2021 the Landlord amended the application to include a claim for money owed or compensation for damage or loss.

The matter was set for a conference call hearing. The Landlord’s agent (“the Landlord”) attended the teleconference hearing; however, the Tenants did not. The Landlord provided affirmed testimony that the Tenants were served the Notice of Dispute Resolution Proceeding using registered mail sent to the Tenants forwarding address on March 12, 2021. The Landlord provided a copy of the registered mail receipt as proof of service.

I find that the Tenants were duly served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the *Act*. The hearing proceeded.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

The Landlord withdrew his claim for money owed or compensation for damage or loss as the Landlord will be reapplying on this at a later date. The Landlord was granted leave to reapply for this claim.

The Landlord testified that the Tenants vacated the rental unit in early March 2021 without giving any notice. The Landlord does not want / need an order of possession for the rental unit.

The hearing proceeded on the Landlord's claim for a monetary order for unpaid rent and to recover the filing fee.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2020, as a six-month fixed term tenancy. Rent in the amount of \$2,300.00 is to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit in the amount of \$1,150.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 3, 2021, ("the 10 Day Notice"). The 10 Day Notice indicates that the Tenant has failed to pay rent in the amount of \$2,300.00 which was due on February 1, 2021. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Landlord testified that the Tenants did not pay the rent owing under the tenancy agreement for January 2021 and February 2021. The Landlord also testified that the rent for March 2021 was not paid and the Landlord requested to amend the application to include a monetary claim for March 2021 rent.

The Landlord testified that the Tenants failed to pay utility costs of \$463.00. The Landlord testified that the Tenants were served with a demand letter for payment of the utilities on December 31, 2020 and January 21, 2021. The Landlord testified that the Tenants did not pay the utility costs. The Landlord provided a copy of the demand letters.

The Landlord seeks a monetary order for unpaid rent in the amount of \$6,900.00 and unpaid utility costs of \$463.00.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the tenancy agreement requires the Tenants to pay rent of \$2,300.00 each month to the Landlord.

I accept the Landlord's testimony that the Tenants did not pay the rent owing under the tenancy agreement for the months of January 2021 and February 2021. I find that it is reasonable to permit the Landlord to include an additional month March 2021 rent to the claim. The Tenants remained in the rental unit for part of March and they are aware that the tenancy agreement requires the rent to be paid by the first day of the month.

I find that the Tenants owes the Landlord \$6,900.00 in unpaid rent.

A review of the tenancy agreement provides that utilities were not included in the rent. I accept the Landlord's testimony that the Tenants failed to pay the utility costs after a demand letter was issued. I grant the Landlords \$463.00 for unpaid utility costs.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$7,463.00 comprised of \$6,900.00 in unpaid rent for the above-mentioned month, \$463.00 for unpaid utilities, and the \$100.00 fee paid by the Landlord for this hearing.

I find that the Landlord is entitled to a monetary order in the amount of \$7,463.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Tenants failed to pay the rent due under the tenancy agreement.

The Landlord is granted a monetary order for the unpaid rent and utilities and the cost of the filing fee in the amount of \$7,463.00.

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: June 14, 2021