



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord stated that each of the tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 11, 2021. The landlord has submitted a copy of the Canada Post Receipt and Tracking labels as confirmation. The landlord stated the attempts at service were made by Canada Post until the package was returned to the sender as "unclaimed". The landlord submitted a copy of a printout for the Canada Post Tracking History for these packages. The landlord did not present any service issues and did not make an application for an adjournment.

I accept the undisputed affirmed evidence of the landlord and find that the landlord complied with sections 88 and 89 of the Act serving the tenants with the notice of

hearing package via Canada Post Registered Mail as confirmed in the submitted supporting evidence. Despite the tenants not claiming the package or attending the hearing, the tenants are deemed served as per section 90 of the Act.

During the hearing the landlord amended the monetary claim removing \$1,395.00 claim for unpaid rent for June 2019.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks an amended monetary claim of \$4,539.04 which consists of:

\$1,395.00	Unpaid Rent, March 2019
\$1,395.00	Unpaid Rent, April 2019
\$1,395.00	Unpaid Rent, May 2019
\$254.04	Unpaid Utilities, Gas
\$100.00	Filing Fee
\$4,539.04	

The landlord claims that the tenants failed to pay rent of \$1,395.00 per month for the 3 month period between March to May 2019 for a total of \$4,185.00. The landlord also stated that the tenants failed to pay Gas utilities of \$254.04 which is required as part of the signed tenancy agreement.

The landlord submitted a signed and witnessed statement (labelled as *acknowledgement of debt owed*) dated July 16, 2019 by both tenants which states in part that they owe \$8,257.00 in unpaid rent up until May 31, 2019 and a \$254.04 Gas bill that the tenants incurred for which the landlord paid on their behalf.

The landlord also clarified that monthly rent was originally \$1,625.00 but approximately 1 year prior in 2018 the landlord reduced the rent to \$1,395.00 due to financial

hardships suffered by the tenants. The landlord also stated that the unpaid Gas utilities were paid by the landlord on behalf of the tenants to avoid disconnection of services. The landlord submitted a copy of a bank statement dated March 3, 2021 which shows a \$254.04 payment on March 11, 2019 to the utility provider.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the landlord has established a claim for unpaid rent and utilities totalling \$4,439.04. The landlord provided undisputed evidence that the tenants fail to pay rent when due for the 3 month period of March to May 2019. The landlord also provided undisputed evidence that the tenants also failed to pay Gas utilities of \$254.04 for which the landlord paid to assist the tenants in avoiding a utility disconnection.

The landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$4,539.04.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial Court of British Columbia 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: July 16, 2021