



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on March 24, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent and utilities; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on August 24, 2021 as a teleconference hearing. The Landlord attended the hearing at the appointed date and time. No one appeared for the Tenants. The conference call line remained open and was monitored for 12 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 March 25, 2021. The Landlord submitted a copy of the Canada Post registered mail receipt in support. Based on the oral and written submissions of the Landlord, 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 March 30, 2021 the fifth day after the registered mailing. The Tenants did not submit documentary evidence in response to the Application.

Preliminary Matters

At the start of the hearing, it was discussed that the Landlord was also claiming for damage and loss, following the end of the tenancy. The Landlord confirmed that he did

not amend his Application to include these claims. As such, the Landlord's claims for damage and loss are therefore dismissed with leave to reapply. The hearing continued based on the Landlord's Application for monetary compensation relating to unpaid rent and utilities.

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 and utilities, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord testified the tenancy between the parties began on October 1, 2019. Rent in the amount of \$1,850.00 was due to the Landlord on the first day of each month. The Tenants paid a security deposit in the amount of \$1,000.00 as well as a pet damage deposit in the amount of \$850.00, for a total of \$1,850.00 in deposits currently being held by the Landlord. The tenancy ended on May 24, 2021 after the Landlord served the Tenants with an Order of Possession.

The Landlord testified that the Tenants were issued a One Month Notice to End Tenancy in January 2021. The Landlord stated that the Tenants subsequently stopped paying rent and utilities to the Landlord from February 2021 until the end of the tenancy on May 24, 2021. As such, the Landlord is claiming for loss of rent in the amount of \$7,400.00 from February to May 2021.

Furthermore, the Landlord stated that the Tenants are required to pay 60% of the utilities to the Landlord. The Landlord stated that the Tenants failed to pay any amount of utilities to the Landlord. Currently, the Tenants have an outstanding balance of unpaid utilities in the amount of \$4,033.67. The Landlord provided a monetary worksheet and a copy of the utility bills in support.

If successful, the Landlord is also claiming for the return of the filing fee. As previous noted, the Tenants did not attend the hearing to respond to the Landlord's claims.

Analysis

Based on the unchallenged 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.

In this case, I accept that the Tenants were required to pay rent to the Landlord in the amount of \$1,850.00 which is due on the first day of each month. I accept that the Tenants failed to pay rent to the Landlord from February to May 2021. I find that the Tenants breached the Act, therefore, I find that the Landlord is entitled to monetary compensation in the amount of **\$7,400.00** for unpaid rent.

Furthermore, I accept that the Tenants were required to pay 60% of the utilities to the Landlord, but failed to do so from February to May 2021. As such, I find that the Landlord is entitled to monetary compensation in the amount of **\$4,033.67** for unpaid utilities.

Having been successful, I also find the Landlord is entitled to recover the **\$100.00** filing fee paid to make the Application. I further find it appropriate to order that the Landlord retain the Tenants' security and pet damage deposits in the amount of \$1,850.00 in partial satisfaction of the claims.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$9,683.67, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$7,400.00
Unpaid Utilities:	\$4,033.67
Filing fee:	\$100.00
<i>Less Security/Pet Deposits</i>	- (\$1,850.00)
TOTAL:	\$9,683.67

Conclusion

The Tenants have breached the Act by not paying rent and utilities when due to the Landlord. The Landlord is granted a monetary order in the amount of \$9,683.67. 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: August 24, 2021

Residential Tenancy Branch