



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: RR, CNR-MT, RP, LRE, OLC,
OPR-DR-PP, MNR-DR, FFL

Introduction

On May 10, 2021 the tenant applied for various relief under the *Residential Tenancy Act* ("Act"). On May 12, 2021 the landlords applied for various relief, including that of a monetary order for unpaid rent and utilities. A hearing was held on September 17, 2021 to address the parties' applications. Only the landlords attended the hearing, which began at 1:30 PM and ended at 1:39 PM.

Preliminary Issue: Tenancy Ended and No Attendance by Tenant

The landlords confirmed that the tenancy had ended, and the tenant has since vacated the property. Moreover, the tenant did not attend the hearing to plead their case. As such, the tenant's application is dismissed in its entirety. The only remaining matter to be addressed is the landlords' claim for compensation.

Issue

Are the landlords entitled to compensation?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the above-noted issue, and to explain the decision, is reproduced below.

The tenancy began on May 1, 2019 and ended on or about August 1, 2021. Monthly rent was \$2,150.00 and the tenant paid a \$1,075.00 security deposit. This security deposit is currently held in trust by the landlords pending the outcome of this dispute.

A copy of a written residential tenancy agreement was submitted into evidence, along with a copy of a 10 Day Notice to End Tenancy for Unpaid Rent, a direct request worksheet (which was not completed, but the information regarding arrears and owed amounts was provided in the landlords' application), copies of rent repayment plans, and, a copy of an invoice from the municipality showing amounts owed for utilities.

The landlords gave evidence that the amount owing by the tenant, other than the filing fee, is \$9,445.81. This includes \$4,900.00 in "COVID arrears" (that is, amounts owing from a previous rent repayment plan), \$4,300.00 in unpaid rent from the latter part of the tenancy, and, \$245.81 in unpaid utilities that the tenant was supposed to have paid.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent. It should be noted that "rent" includes any amounts such as for utilities that are to be paid by a tenant under the terms of a tenancy agreement.

The landlords testified, and provided documentary evidence to support their submission, that the tenant did not repay rent that was due and owing under a rent repayment plan, that they did not pay rent at all for two months, and that they did not pay utilities as they were supposed to do. There is, I note, no evidence before me to find that the tenant had any right under the Act not to pay the rent, the rent repayment amounts, or the utilities.

Taking into consideration all the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlords have met the onus of proving their claim for compensation in the amount of \$9,445.81.

Section 72 of the Act permits me to order compensation for the cost of the application filing fee to a successful applicant. As the landlords succeeded in their application, I grant them \$100.00 in compensation to cover the cost of the filing fee, for a total award of \$9,545.81.

Section 38(4)(b) of the Act permits a landlord to retain an amount from a security or pet damage deposit if “after the end of the tenancy, the director orders that the landlord may retain the amount.” As such, I order that the landlords may retain the tenant’s security deposit of \$1,075.00 in partial satisfaction of the above-noted award.

The balance of the award is granted to the landlords by way of a monetary order in the amount of \$8,470.81. As explained to the landlords, if the tenant fails to pay the amount owing within 15 days of receiving this decision, then the landlords must serve a copy of the monetary order on the tenant and may enforce the order in the Provincial Court of British Columbia (Small Claims Court).

Conclusion

I hereby grant the landlords a monetary order in the amount of \$8,470.81, which must be served on the tenant. If the tenant fails to pay the landlord the amount owed, the landlord may file and enforce the order in the Provincial Court of British Columbia.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: September 17, 2021

Residential Tenancy Branch