



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPU-DR, MNU-DR, FFL

Introduction

This hearing was initiated by way of a Direct Request Proceeding but was reconvened as a participatory hearing.

The reconvened hearing was held to consider the Landlord's application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for unpaid utilities, and to recover the fee for filing this Application for Dispute Resolution. The Landlord stated that the rental unit was vacated on June 30, 2021; that the Tenant no longer has possession of the rental unit and, as such, he no longer requires an Order of Possession.

The Landlord stated that on May 05, 2021 the initial Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch on May 01, 2020 was sent to the rental unit, via registered mail. The Landlord submitted Canada Post documentation that corroborates that statement. On the basis of the undisputed evidence, I find that these documents were served to the Tenant and the evidence was accepted as evidence for these proceedings.

The Landlord stated that on May 23, 2021 notice of this hearing and additional evidence that was submitted to the Residential Tenancy Branch on June 15, 2021 was sent to the Tenant by email. The Landlord submitted evidence to indicate that the Tenant agreed to being served documents by email. On the basis of the undisputed evidence, I find that these documents were served to the Tenant. As these documents were served to the Tenant, the additional evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenant.

The Landlord affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. He affirmed that he would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent and/or utilities?

Background and Evidence

The Landlord stated that:

- this tenancy began on September 01, 2020;
- the Tenant agreed to pay monthly rent of \$1,550.00 by the first day of each month;
- the Tenant did not pay all of the rent that was due by April 01, 2021;
- a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities was personally served to the Tenant on April 07, 2021, which declared that she must vacate the rental unit by April 16, 2021;
- the Tenant currently owes \$5,165.00 in rent, for the period ending on June 30, 2021;
- he would like to amend the Application for Dispute Resolution to include all rent that is currently due;
- the Tenant agreed to pay \$45.00 per month for garbage and sewer;
- the Tenant currently owes \$315.00 for garbage and sewer for the period ending June 30, 2021;
- the Tenant agreed to pay \$50.00 per month for internet;
- the Tenant currently owes \$500.00 for in for the period ending June 30, 2021;
- the Tenant agreed to pay 33% of all water bills for the property; and
- the Tenant currently owes \$151.52 for water for the period ending June 30, 2021.

Analysis

On the basis of the undisputed evidence, I find that the Tenant agreed to pay monthly rent of \$1,550.00; \$95.00 per month for garbage, sewer, and hydro, plus 33% of all water bills.

Section 26(1) of the *Act* requires tenants to pay rent to their landlord. If rent is not paid when it is due, section 46(1) of the *Act* entitles landlords to end the tenancy within 10 days if appropriate notice is given to the tenant.

On the basis of the undisputed evidence, I find that the Tenant did not pay all of the rent by the time it was due on April 01, 2021 and that on April 07, 2021 she was personally served with Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, which declared that she must vacate the rental unit by April 16, 2021.

On the basis of the undisputed evidence, I find that the Tenant did not dispute the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities and she remained in the rental unit until June 30, 2021. As the Tenant remained in the rental unit until June 30, 2021, I find that she remained obligated to pay the monthly rent and the agreed upon utility charges until June 30, 2021.

I find that it was reasonable for the Tenant to conclude that the Landlord is seeking to recover all of the rent/utilities that are currently due, including unpaid rent/utilities that have accrued since the Application for Dispute Resolution was filed. I therefore grant the application to amend the monetary claim to include all rent/utilities that are currently due.

On the basis of the undisputed evidence, I find that the Tenant currently owes rent of \$5,165.00 for the period ending June 30, 2021, and that she must pay that amount to the Landlord.

On the basis of the undisputed evidence, I find that the Tenant currently owes \$966.52 in unpaid utilities for the period ending June 30, 2021, and that she must pay that amount to the Landlord.

Conclusion

The Landlord has established a monetary claim, in the amount of \$6,231.52, which includes \$5,165.00 in unpaid rent, \$966.52 for unpaid utilities, and \$100.00 in

compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$6,231.52. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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 *Act*.

Dated: September 17, 2021

Residential Tenancy Branch