



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, FFL

Introduction

On February 1, 2022, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

C.K. attended the hearing as an agent for the Landlord, and W.M. attended the hearing as counsel for the Landlord. However, neither Tenant attended at any point during the 23-minute teleconference. C.K. advised that the Landlord had passed away on May 22, 2021 and that he was named the executor of the estate. As such, the Style of Cause on the first page of this Decision has been amended accordingly. At the outset of the hearing, I informed the parties that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged this term. As well, all parties in attendance, with the exception of W.M., provided a solemn affirmation.

W.M. advised that the Landlord’s Notice of Hearing and evidence package was served to each Tenant by registered mail on February 10, 2022 (the registered mail tracking numbers are noted on the first page of this Decision). These packages were sent to an address provided by Tenant A.R., and W.M. stated that one package was received, and the other was refused. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were duly served the Notice of Hearing and evidence packages. As such, I have accepted this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

C.K. advised that the tenancy started on August 1, 2020 and that the tenancy ended on December 31, 2021 when the Tenants gave up vacant possession of the rental unit. He stated that rent was established at an amount of \$1,250.00 per month and that it was due on the first day of each month. A security deposit was not paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

He testified that A.R. was the Landlord's son, and after the passing of the Landlord, the Tenants did not pay any rent from May 2021 to October 2021. The Tenants were asked to pay the rent to the Landlord's estate; however, they never did so for these months. As such, he is seeking a monetary award in the amount as follows:

- May 2021 rent: \$1,250.00
- June 2021 rent: \$1,250.00
- July 2021 rent: \$1,250.00
- August 2021 rent: \$1,250.00
- September 2021 rent: \$1,250.00
- October 2021 rent: \$1,250.00

Total rental arrears: **\$7,500.00**

W.M. advised that the Tenants admitted in a previous Dispute Resolution proceeding that they did not pay the rent for this period (the relevant file number is noted on the first page of this Decision).

In addition, C.K. advised that he is seeking a monetary award in the amount of **\$1,159.20** because the Tenants were responsible for paying the property taxes as per the addendum to the tenancy agreement. He cited the 2021 Property Tax Notice submitted as documentary evidence to support the claim for the amount of taxes owed. He stated that the difference in the amount on the bill and the claim amount is the interest charged on the outstanding arrears.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 26 of the *Act* states that rent must be paid by the Tenants when due according to the tenancy agreement, whether or not the Landlord complies with the tenancy agreement or the *Act*, unless the Tenants have a right to deduct all or a portion of the rent.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

Regarding the Landlord's claim for monetary compensation for unpaid rent, based on the undisputed evidence before me, I grant the Landlord a monetary award in the amount of **\$7,500.00** for the outstanding rental arrears.

With respect to the Landlord's claim for monetary compensation for the unpaid property taxes, based on the undisputed evidence before me, I grant the Landlord a monetary award in the amount of **\$1,159.20** for the outstanding property tax arrears.

As the Landlord was successful in this Application, I find that the Landlord is entitled to recover the filing fee.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenants to the Landlord

Item	Amount
Rental arrears for May 2021	\$1,250.00
Rental arrears for June 2021	\$1,250.00
Rental arrears for July 2021	\$1,250.00
Rental arrears for August 2021	\$1,250.00
Rental arrears for September 2021	\$1,250.00
Rental arrears for October 2021	\$1,250.00

Property Taxes	\$1,159.20
Filing Fee	\$100.00
Total Monetary Award	\$8,759.20

Conclusion

Based on the above, the Landlord is provided with a Monetary Order in the amount of **\$8,759.20** in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: April 11, 2022

Residential Tenancy Branch