



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S MNDCL-S FFL

Introduction

The landlord seeks compensation for unpaid rent, unpaid utilities, and for the cost of the filing fee, pursuant to sections 26, 67, and 72 of the *Residential Tenancy Act* ("Act").

Both parties attended the hearing, were affirmed, no service issues were raised, and Rule 6.11 of the *Rules of Procedure* was explained.

Issue

Is the landlord 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 specific issues of this dispute, and to explain the decision, is reproduced below.

The (renewed) tenancy began on March 1, 2020 and ended on June 30, 2021. Monthly rent was \$2,400.00 and the tenant paid a security deposit of \$1,225.00. A copy of the written tenancy agreement was in evidence.

According to the particulars of the landlord's claim, which was confirmed during the landlord's testimony made under oath, this application was filed because the tenant "

Owed rent. The tenant agreed with the scheduled payment with security deposit deduction and interest for letting her spreading payments over almost 2 years. All I got is \$300 on Aug 20 and not a single word after that.

While the tenant entered a promissory note, and initially agreed to pay back rent arrears, this ultimately never occurred. A copy of the promissory note was in evidence.

Information on the promissory note (which is dated June 28, 2021) indicates that the amount is for repaying the rent for the months of February, March, April, May, June 2021 and \$575.00 unpaid from January 2021. In total, the unpaid rent amounts to \$12,575.00. The note also indicates that the \$1,225.00 security deposit “has been deducted” to reduce the principal balance and included is \$650.00 in interest.

Also, in evidence were copies of text message conversations between the parties, in which the landlord attempted to fix the rent in amounts that the tenant could afford. This was all for nought, however: the tenant owes \$12,000.00 in unpaid rent. During the hearing, however, the landlord stated that the \$300.00 payment previously made may be deducted from this amount; the revised total is therefore \$11,700.00.

In addition to unpaid rent, the tenant owes the landlord \$374.15 for an unpaid utility bill. Despite the tenant telling the landlord that the tenant would pay this, they never did. The landlord also claims this amount. A copy of the utility bill was submitted into evidence.

The tenant did not dispute the claim. She described the landlord as being “very, very, very kind and compassionate” and that he is a “most honourable, upstanding human being.” However, in respect of the large amount owing, the tenant reiterated that she is simply in no position to pay \$12,000.00.

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 states that a tenant must pay rent when it is due under the tenancy agreement, unless the tenant has a right under the Act not to pay rent.

In this case, the tenant failed to pay rent and did not repay rent arrears according to a payment plan that had been arranged between the parties. The landlord’s undisputed evidence persuades me, on a balance of probabilities, that the tenant owes \$11,700.00 in unpaid rent. Therefore, pursuant to section 67 of the Act, the tenant is ordered to pay the landlord this amount.

Regarding unpaid utilities, the account was in the tenant's name. However, the utilities are attached to the property, and where a tenant does not pay the utilities then it is the property owner who is required to pay any outstanding and unpaid utilities. This is what occurred, and the landlord paid the bill on September 25, 2021. A copy of the payment being made (through the landlord's online banking) is in evidence. It is my finding that the tenant was legally responsible for paying this bill but did not. As such, based on the undisputed evidence before me, the landlord is entitled to \$374.15 in compensation for the utility bill.

As the landlord succeeded in this application, he is entitled to \$100.00 in compensation to pay for the filing fee, pursuant to section 72 of the Act.

In total, the landlord is awarded \$12,174.15 in compensation.

A monetary order in this amount is issued in conjunction with this decision, to the landlord. And, while a copy of this Decision was emailed to both parties, it is the landlord's responsibility to serve a copy of the monetary order on the tenant (by any means of service under [section 88](#) of the Act). The tenant's updated mailing address is on file with the Residential Tenancy Branch, should the landlord require it.

Conclusion

For the reasons given above, the landlord's application is hereby **GRANTED**.

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

Dated: April 26, 2022

Residential Tenancy Branch