



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution on September 29, 2021 seeking an order to recover monetary loss for unpaid rent. Additionally, they applied for the cost of the hearing filing fee.

The matter proceeded by way of a hearing on April 25, 2022 pursuant to s. 74(2) of the *Residential Tenancy Act* (the “*Act*”). In the conference call hearing I explained the process and provided the parties the opportunity to ask questions.

The Landlord and the Tenant both attended the hearing. The Tenant confirmed they received the prepared evidence and notice of this hearing from the Landlord. The Tenant prepared no documents in advance, relying on testimony in the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

### Background and Evidence

The Landlord submitted a copy of the tenancy agreement for this hearing and spoke to the terms therein. Both the Landlord and Tenant signed this agreement on February 1, 2018 for the tenancy that started on January 1, 2018. The monthly rent was \$2,000 per

month. A new owner took possession of the rental unit in May 2021, effectively ending this Landlord-Tenant relationship.

The Landlord presented that missing rent payments started in March 2020 when the Tenant paid \$700 out of the full amount, leaving \$1,300 owing. After this, the calendar months of October, November and December 2020, and January, February, March and April 2021 were not paid by the Tenant.

In a prior dispute resolution proceeding, an arbitrator awarded compensation to the Landlord for rent amounts; however, the payments did not complete. The total of the rent amounts owing, as set out by the Landlord here, is \$15,300.

In the hearing the Tenant stated their agreement with the amount left owing after the end of the tenancy. They set out the hardship they faced over the last couple of years and stated how they explained their financial position to the Landlord on a number of occasions. They pledged to pay the outstanding balance to the Landlord, making payments as their income allows.

### Analysis

From the testimony of the parties, I am satisfied that a tenancy agreement was in place. that provided the specific terms of the rental amount.

I accept the evidence before me that the Tenant failed to pay the full amount of rent as set out in the Landlord's evidence. I find the Landlord is entitled to an award for the amount claimed: \$15,300. The Tenant acknowledged they did not pay this rent amount.

Pursuant to s. 67 of the *Act*, I grant the Landlord compensation in the amount of \$15,300. As the Landlord is successful in this Application, I find that they are entitled to recover the \$100 filing fee paid for this application.

### Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$15,400. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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 s. 9.1(1) of the *Act*.

Dated: April 25, 2022

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Residential Tenancy Branch