



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes:** OPR, OPL, MNDCL, MNRL, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for:

- an Order of Possession for unpaid rent or utilities, pursuant to section 55;
- an Order of Possession for landlord's own use pursuant to section 55;
- a monetary order for unpaid rent or utilities, pursuant to section 67;
- a monetary order for monetary loss or money owed pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. The landlord and their legal counsel attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord, landlord's legal counsel, and I were the only ones who had called into this teleconference for this hearing.

The landlord testified that the tenant was sent a copy of the dispute resolution hearing package ('Application') and evidence by way of email on February 22, 2022. The landlord provided proof of service as well as the tenant's permission for email service in their evidentiary materials. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenant deemed served with the Application and evidence on 3 days after the email was sent. The tenant did not submit any written evidence for this hearing.

At the outset of the hearing, the landlord confirmed that the tenant moved out on January 3, 2022, and the landlord no longer requires an Order of Possession. Accordingly, this portion of the landlord's application is cancelled.

### **Issues to be Decided**

Is the landlord entitled to a monetary award for unpaid rent or money owed?

Is the landlord entitled to recover the filing fee for this application?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began on February 1, 2017, and ended on January 3, 2022. Monthly rent was set at \$1,000.00 per month, payable on the first of the month. The landlord testified that they do not hold a security deposit for this tenancy.

The landlord testified that the tenant moved out without paying a \$2,500.00 deductible owed by the tenant related to an incident that took place in March 2021. The landlord testified that the tenant had left the tap on for the bathtub, causing the tub to overflow, and damage to the suite, and two units below. The landlord testified that as a result of this incident, the landlord incurred a monetary loss of \$2,500.00, which remains unpaid by the tenant. The landlord submitted detailed documentation in relation to the claim as well as proof of payment of the \$2,500.00 deductible.

The landlord is also seeking a monetary order for unpaid rent in the amount of \$7,000.00 as well as recovery of the filing fee.

### **Analysis**

Section 26 of the Act, in part, states as follows:

#### **Rules about payment and non-payment of rent**

**26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the

tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The landlord provided undisputed evidence that the tenant owes \$7,000.00 in unpaid rent. Accordingly, I allow the landlord's application for a monetary order in this amount.

The landlord also provided undisputed evidence that they suffered a loss of \$2,500.00 due the tenant's actions. I am satisfied that the landlord had provided sufficient evidence to support the value of this loss, and that it was associated with the tenant's negligent actions. Accordingly, I allow this portion of the landlord's claim.

As the landlord was successful in their application, I find that the landlord is entitled to recover the filing fee for this application.

### **Conclusion**

I issue a \$9,600.00 Monetary Order in favour of the landlord, which allows the landlord to recover unpaid rent, monetary losses, as well as the filing fee for this application.

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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 28, 2022

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Residential Tenancy Branch