



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, FFT**

Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* ("Act"). The Tenant applied for:

- a Monetary Order for compensation pursuant to section 67; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

The Landlords did not attend this hearing. I left the teleconference hearing connection open until 1:54 pm in order to enable the Landlords to call into this teleconference hearing scheduled for 1:30 pm. An articulated student ("SS") attended the hearing on behalf of the Tenant and she was given a full opportunity to be heard, to present affirmed 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 Dispute Resolution Proceeding ("NDRP"). I also confirmed from the teleconference system that SS and I were the only ones who had called into this teleconference.

SS stated the Tenant served the NDRP and the Tenant's evidence ("NDRP Package") on each of the two Landlords by registered mail on October 20, 2021. SS provided the Canada Post tracking numbers to corroborate her testimony on service of the NDRP Packages on each of the Landlords. I find each of the Landlords was served with the NDRP Package pursuant to sections 88 and 89 of the Act. Pursuant to section 90 of the Act, I find each of the Landlords were deemed to have been served with the NDRP Package on October 25, 2021, being five days after the registered mailing.

Issues to be Decided

Is the Tenant entitled to:

- a Monetary Order for compensation owed by the Landlords to the Tenant?
- recover the filing fee of the Application from the Landlords?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of the Application and my findings are set out below.

SS stated there was a tenancy agreement between the Landlords and Tenant that required the Tenant pay the Landlords \$600.00 on the 1st day of each month. SS stated the Tenant vacated the rental unit on June 30, 2021, being the effective date of a One Month Notice for Cause dated May 23, 2021 ("1 Month Notice").

SS stated the financial affairs of the Tenant are managed by a trustee ("MO"). SS stated MO sent a cheque for \$1,800.00 to the Landlords to cover the rent for the Tenant for the months of June, July and August 2022. SS submitted a copy of a letter from MO to the Landlords dated April 22, 2021, that accompanied the trust cheque for \$1,800.00 to corroborate her testimony on the amount paid to the Landlords.. SS stated that, as the Tenant had vacated the rental unit on June 30, 2022, the Landlords were not entitled to rent for July and August, 2022.

SS stated MO sent a letter by registered mail to the Landlords dated June 25, 2021 in which MO requested the Landlords return the overpayment of rent of \$1,200.00. SS stated that no response was received from the Landlord's to MO's request. SS stated MO sent a second letter by registered mail to the Landlords dated August 11, 2021 in which MO made another request for the Landlords to return the overpayment of rent of \$1,200.00. SS submitted into evidence copies of the letters from MO to the Landlords dated June 25, 2021 and August 11, 2021 to corroborate her testimony. SS stated MO has not had a response from the Landlords to either of his two letters nor have the Landlords returned the \$1,200.00 requested by MO.

Analysis

Section 67 of the Act states:

- 67** Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

The undisputed testimony of SS was:

1. there was a tenancy between the Landlords and Tenant;
2. the tenancy ended pursuant to the 1 Month Notice and the Tenant vacated the rental unit on the effective date of the 1 Month Notice, being June 30, 2021;
3. MO, as trustee for the Tenant, paid \$1,800.00 for the Tenant's rent for the months of June, July and August 2021;
4. MO has made two written requests that the Landlords return \$1,200.00 to the Tenant for overpayment of rent for the months of July and August 2021;
5. the Landlords has refused, or neglected, to reimburse the Tenant \$1,200.00.

Based on the undisputed testimony of SS, I find there was a tenancy between the Landlords and the Tenant. I find the rent was overpaid for the months of July and August 2021. I find that MO forwarded two written requests by registered mail to the Landlords for them to reimburse the Tenant for the overpayment of rent of \$1,200.00. I find the Landlords have refused, or neglected, to reimburse MO for the overpayment of \$1,200.00. As such, I find the Landlords owe the Tenant \$1,200.00.

Pursuant to section 67 of the Act, I order the Landlords pay the Tenant \$1,200.00 compensation resulting from overpayment of rent to the Landlords for the months of July and August 2021.

As the Tenant has been successful in the Application, pursuant to section 72(1) of the Act, I order the Landlords pay \$100.00 to reimburse the Tenant for the filing fee of the Application.

Conclusion

Pursuant to section 67 of the Act, I order the Landlords pay the Tenant \$1,300.00 representing the following:

Description	Amount
Compensation for Tenant's Overpayment of Rent	\$1,200.00
Filing Fee of Application	\$100.00
Total	\$1,300.00

It is the Tenant's obligation to serve this Order on the Landlords. If the Landlords do not comply with the Monetary Order, it may be filed with 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: May 22, 2022

Residential Tenancy Branch