



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL FFL

Introduction

In this application, the landlords seek to recover money for unpaid rent in the amount of \$20,255.00 pursuant to sections 26 and 67 of the *Residential Tenancy Act* ("Act"). In addition, the landlords seek to recover the cost of the \$100.00 application filing fee.

An arbitration hearing was convened by teleconference on May 19, 2022 at 1:30 PM. Only the landlords' agent attended the hearing, which ended at 1:43 PM.

The agent provided sworn testimony that the tenant was served with the Notice of Dispute Resolution Proceeding by way of Canada Post registered mail on October 14, 2021. Based on this sworn, undisputed evidence, it is my finding that the tenant was served with the required notice necessary for her to participate in this proceeding.

Issue

Are the landlords entitled to compensation?

Background and Evidence

The tenancy began March 1, 2019 and ended on May 31, 2021. Monthly rent, which was due on the first day of the month, was \$1,900.00. The tenant paid a \$1,100.00 security deposit and a \$1,100.00 pet damage deposit; the landlords retained the deposits with the tenant's written authorization and the deposits are no longer in trust.

The landlords' agent gave sworn evidence that the tenant did not pay rent over the period from May 2020 to May 2021, inclusive. The total amount of the rent arrears is \$20,255.00. Submitted into evidence by the landlords was a copy of the written tenancy agreement, some correspondence between the parties, and a rent ledger.

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 to deduct all or a portion of the rent. In this case, the tenancy agreement required that the tenant pay rent in the amount of \$1,900.00. Based on the evidence before me, however, the tenant did not pay rent for many months, and it accumulated to arrears of \$20,255.00.

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

Taking into consideration all the evidence before me, it is my finding that the landlord has proven, on a balance of probabilities, that the tenant breached section 26 of the Act and that the landlord has suffered a monetary loss in the amount of \$20,255.00. Pursuant to section 67 of the Act the tenant is hereby ordered to pay to the landlords \$20,255.00 for unpaid rent.

Section 72 of the Act permits an arbitrator to order payment of a fee by one party to a dispute resolution proceeding to another party. When an applicant is successful in their application, the respondent is ordered to pay an amount equivalent to the applicant's filing fee. In this dispute, as the landlord was successful, the tenant is therefore ordered to pay the landlord an additional \$100.00 for the cost of the filing fee.

Conclusion

The landlords' application is hereby GRANTED.

A monetary order in the amount of \$20,355.00 is issued in conjunction with this decision, to the landlords. As explained to the landlords' agent, the landlords must serve a copy of the monetary order on the tenant.

This decision is final and binding on the parties, and it is made on delegated authority under section 9.1(1) of the Act. A party's right to appeal this decision is limited to grounds provided under section 79 of the Act or by way of an application for judicial review under the *Judicial Review Procedure Act*, RSBC 1996, c. 241.

Dated: May 19, 2022

Residential Tenancy Branch