



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNRL, FFL

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, made on November 4, 2021. The Landlords applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for compensation for monetary loss or other money owed;
- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The Landlord JG attended the hearing on behalf of both Landlords. JG provided affirmed testimony. The Tenant did not attend the hearing.

JG testified that the Notice of Dispute Resolution Proceeding package was served on the Tenant by email on November 22, 2021, pursuant to an order for substituted service issued on November 22, 2021. In support, the Landlords submitted a copy of the email to the Tenant showing attachments. Pursuant to sections 89 and 90 of the Act, I find these documents are deemed to have been received by the Tenant on November 25, 2021, three days after they were sent by email.

The Tenant did not submit documentary evidence in response to the Application.

JG was advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings.

On behalf of the Landlords, JG was provided with an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Landlords entitled to a monetary order for compensation for monetary loss or other money owed?
2. Are the Landlords entitled to a monetary order for unpaid rent?
3. Are the Landlords entitled to an order granting recovery of the filing fee?

Background and Evidence

On behalf of the Landlords, JG testified that the tenancy began on April 24, 2020 and ended on August 31, 2020, on which date the Tenant moved out of the rental unit. During the tenancy, rent of \$1,850.00 per month and was due on the first day of each month. JG testified that rent might have been lowered during the tenancy. The Tenant did not pay the required security deposit.

The Landlords' claim was summarized in a Monetary Order Worksheet dated November 4, 2021.

First, the Landlords claim \$2,750.00 in unpaid rent. In support, the Landlords submitted a letter to the Tenant dated August 5, 2020. The letter indicates that the Tenant owed the Landlords a total of \$3,460.00. However, JG testified that after deducting the \$650.00 security deposit (which was never paid) and a \$60.00 personal loan, the amount of unpaid rent due to the Landlords was \$2,750.00.

Second, the Landlords claim \$220.00 in personal loans to the Tenant. On behalf of the Landlords, JG testified that the Tenant was given a loan for \$60.00, which was referenced on the letter dated August 5, 2020. JG also testified the Tenant was given a subsequent loan for \$160.00. In support, the Landlords submitted a document dated September 1, 2020, confirming the second personal loan.

Finally, the Landlords claim \$100.00 in recovery of the filing fee paid to make the application.

The Tenant did not attend the hearing to dispute the Landlords' evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

With respect to the Landlords' claim for \$2,750.00 in unpaid rent, section 26(1) of the Act states:

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.

In this case, I find the Landlords have demonstrated an entitlement to unpaid rent of \$2,750.00 and are entitled to a monetary award in that amount.

With respect to the Landlords' claim for \$220.00 in personal loans to the Tenant, section 2 of the Act confirms that it "applies to tenancy agreements, rental units and other residential property". The Act does not apply to personal loans that are outside the bounds of the tenancy agreement between the parties. As a result, I find I have no jurisdiction to grant the relief sought pursuant to the Act. This aspect of the Landlords' claim is dismissed without leave to reapply.

Having been successful, I find the Landlords are entitled to recover the \$100.00 filing fee paid to make the application.

Pursuant to section 67 of the Act, I find the Landlords are entitled to a monetary order in the amount of \$2,850.00, which is comprised of \$2,750.00 in unpaid rent and \$100.00 in recovery of the filing fee.

Conclusion

The Landlords are granted a monetary order in the amount of \$2,850.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 21, 2022

Residential Tenancy Branch