



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution made on November 25, 2021. The Landlords applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The Landlord SA attended the hearing to represent the Landlords. She was accompanied by MA, her daughter, who provided assistance during the hearing. The Landlord SA and MA provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlords, MA testified that they served the Notice of Dispute Resolution Proceeding package on the Tenant in person in November 2021. However, MA testified that the hearing was rescheduled by the Residential Tenancy Branch and that a Notice of Dispute Resolution Proceeding – Rescheduled Hearing was served on the Tenant in person on or about May 22, 2022. I also note that an entry in the Residential Tenancy Branch Dispute Management System indicates that notice of the rescheduled hearing was sent by the Residential Tenancy Branch to both parties on May 18, 2022. In the absence of evidence to the contrary, and pursuant to section 71 of the Act, I find these documents were sufficiently served on the Tenant for the purposes of the Act.

The Tenant did not submit documentary evidence in response to the Landlords' application.

The Landlord SA was advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings.

The Landlord SA and MA were 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 unpaid rent?
2. Are the Landlords entitled to an order granting recovery of the filing fee?

### Background and Evidence

On behalf of the Landlords, MA testified that the tenancy began on September 1, 2020 and ended on November 22, 2021. At all material times, rent of \$2,200.00 per month was due on the first day of each month. MA confirmed the Tenant paid a security deposit of \$1,180.00, which is held by the Landlords. A copy of the tenancy agreement between the parties was submitted into evidence.

Further, MA confirmed that a Review Hearing Decision was issued on November 17, 2021, which was subsequently corrected on November 25, 2021. In it, the Landlords were granted a monetary order of \$6,259.69 for unpaid rent for the period from May 1 to August 31, 2021. MA testified that a Provincial Court judge has ordered the Tenants to pay \$100.00 per month toward the outstanding amount. The file number of the related proceeding is included above for ease of reference.

The Landlords now seeks a monetary order for unpaid rent of \$6,013.33 for rent due from September 1 to November 22, 2021, which was calculated as follows:

<b>Rent due date</b>	<b>Rent due</b>	<b>Rent paid</b>	<b>Unpaid rent</b>
Sep. 1, 2021	\$2,200.00	\$0	\$2,200.00
Oct. 1, 2021	\$2,200.00	\$0	\$2,200.00
Nov. 1, 2021	\$2,200.00	\$0	\$1,613.33 (pro-rated)
<b>TOTAL:</b>			<b>\$6,013.33</b>

The Landlords' calculation of the unpaid rent due was reproduced on a document submitted into evidence.

Finally, the Landlords seek to recover the \$100.00 filing fee paid to make the application.

As noted above, the Tenant did not attend the hearing to dispute the Landlord's evidence.

### Analysis

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

Section 26 of the Act confirms that 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 Tenant did not pay rent when due on September 1, October 1, and November 1, 2021. As a result, I find the Landlords have demonstrated an entitlement to a monetary award of \$6,013.33 for unpaid rent due during this period.

As the Landlords have been successful, I find they 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 \$6,113.33, which is comprised of \$6,013.33 for unpaid rent and \$100.00 in recovery of the filing fee.

### Conclusion

The Landlords are granted a monetary order in the amount of \$6,113.33. 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 28, 2022

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Residential Tenancy Branch