



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IRONCLAD PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing dealt with the Landlord's application under the Residential Tenancy Act (the "Act") for:

- a Monetary Order of \$11,189.77 for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the Tenant pursuant to section 72.

The Landlord's agent JD attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The Tenant did not attend this hearing. I left the teleconference hearing connection open until 1:40 pm in order to enable the Tenant to call into the hearing scheduled to start at 1:30 pm. I confirmed that the correct call-in numbers and participant access code had been provided in the notice of dispute resolution proceeding. I used the teleconference system to confirm that JD and I were the only ones who had called into the hearing.

I advised JD that the Residential Tenancy Branch Rules of Procedure (the "Rules of Procedure") prohibit unauthorized recordings of dispute resolution hearings.

Preliminary Matter – Service of Dispute Resolution Documents

JD stated the Tenant was served with the notice of dispute resolution proceeding package and supporting documentary evidence (the "NDRP Package") by registered mail on December 15, 2021. The Landlord submitted a Canada Post registered mail receipt with a tracking number in support. That Canada Post tracking number is referenced in the cover page of this decision. Based on the above, I find the Landlord

has served the Tenant in accordance with sections 88 and 89 of the Act. I further find that pursuant to section 90 of the Act, the Tenant is deemed to have received the NDRP Package on December 20, 2021.

Preliminary Matter – Tenant's Non-attendance

Rule 7.3 of the Rules of Procedure states:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Having found the Tenant to be duly served with notice of this hearing, I directed that the hearing be conducted in the Tenant's absence.

Issues to be Decided

1. Is the Landlord entitled to a Monetary Order of \$11,189.77?
2. Is the Landlord entitled to recover the filing fee?

Background and Evidence

This dispute concerns a past tenancy which commenced on December 1, 2020. Rent was \$1,475.00 per month and parking was \$75.00 per month. The Landlord did not collect a security deposit from the Tenant. A copy of the tenancy agreement is submitted into evidence.

JD testified that the Landlord sold the rental property on September 7, 2021.

The Landlord seeks to recover unpaid rent, parking fees, utilities, and NSF fees from the Tenant for the period between February 2021 and September 2021.

JD testified that the Tenant's cheques for January, February, March, and April 2021 rent bounced, which resulted in several \$25.00 NSF fees. JD testified the Tenant made partial payments but there is still an outstanding balance.

JD testified the Tenant never paid her BC Hydro bills.

The Landlord submitted a ledger, a BC Hydro invoice, and monetary worksheets in support of the total amount claimed.

JD confirmed that section 7 of the parties' tenancy agreement states that the Tenant shall be required to pay an NSF fee for returned cheques.

JD further confirmed that section 12 of the parties' tenancy agreement requires the Tenant to be solely responsible for payment of utilities including electricity, internet, cable, and telephone, which are deemed to be additional rent and collectable by the Landlord.

Analysis

1. Is the Landlord entitled to a Monetary Order of \$11,189.77?

Section 26(1) of the Act states 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.

Section 7(1)(c) of the Residential Tenancy Regulation states that a landlord may charge a service fee charged by a financial institution to the landlord for the return of a tenant's cheque.

Section 67 of the Act states:

Director's orders: compensation for damage or loss

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.

Based on JD's testimony and the evidence submitted by the Landlord, I am satisfied that the Landlord is entitled to compensation from the Tenant under section 67 of the Act as follows:

Item	Amount
February 2021 Rent	\$1,475.00
February 2021 Parking	\$75.00
February 2021 NSF	\$25.00
March 2021 Rent	\$1,475.00
March 2021 Parking	\$75.00
March 2021 NSF	\$25.00
Payment Received from Tenant on March 18, 2021	- \$1,500.00
April 2021 Rent	\$1,475.00
April 2021 Parking	\$75.00
May 2021 Rent	\$1,475.00
May 2021 Parking	\$75.00
Payment Received from Tenant on May 25, 2021	- \$400.00
June 2021 Rent	\$1,475.00
June 2021 Parking	\$75.00
July 2021 Rent	\$1,475.00
July 2021 Parking	\$75.00
August 2021 Rent	\$1,475.00
August 2021 Parking	\$75.00
September 2021 Rent	\$1,475.00
September 2021 Parking	\$75.00
2021 BC Hydro Bill	\$639.77
Balance Owing	\$11,189.77

Pursuant to section 67 of the Act, I award the Landlord \$11,189.77 for unpaid rent, parking, utilities, and NSF fees owing by the Tenant.

2. Is the Landlord entitled to recover the filing fee?

The Landlord has been successful in this application. I grant the Landlord's claim for recovery of the \$100.00 filing fee under section 72(1) of the Act.

The total Monetary Order granted to the Landlord is calculated as follows:

Item	Amount
Monetary Award for Unpaid Rent, Parking, Utilities and NSF	\$11,189.77
Filing Fee	\$100.00

Monetary Order for Landlord	\$11,289.77
------------------------------------	--------------------

Conclusion

Pursuant to sections 67 and 72 of the Act, I grant the Landlord a Monetary Order in the amount of **\$11,289.77**. 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: August 08, 2022

Residential Tenancy Branch