



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI, PSF, LRE, LAT
OPU, OPC, MNRL, MNDL, MNDCL, FFL

Introduction

This hearing was scheduled to convene at 9:30 a.m. on January 31, 2023 by way of conference call concerning applications made by the tenants and by the landlord which have been joined to be heard together.

The tenants have applied for:

- an order cancelling a notice to end the tenancy for unpaid rent or utilities;
- disputing a rent increase;
- an order that the landlord provide services or facilities required by the tenancy agreement or the law;
- an order limiting or setting conditions on the landlord's right to enter the rental unit; and
- an order permitting the tenants to change the locks to the rental unit.

The landlord has applied for:

- an order of possession for unpaid utilities;
- an order of possession for cause;
- a monetary order for unpaid rent or utilities;
- a monetary order for damage to the rental unit or property;
- a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; and
- to recover the filing fee from the tenants for the cost of the application.

The landlord attended the hearing with a support person, and gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants joined the call. The landlord testified that the landlord served each of the 2 tenants named in the landlord's application with the Notice of Dispute Resolution Proceeding by registered mail on October 13, 2022 and has provided copies of 2 Canada Post cash register receipts bearing that date, and I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

Since the tenants have not joined the hearing, I dismiss the tenants' application in its entirety without leave to reapply.

The landlord also testified that the tenants were provided with all of the landlord's evidentiary material. I accept that, and all evidence provided by the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established that the One Month Notice to End Tenancy for Cause dated June 27, 2022 was issued in accordance with the *Residential Tenancy Act*?
- Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued in accordance with the *Act*?
- Has the landlord established a monetary claim as against the tenants for unpaid rent or utilities?
- Has the landlord established a monetary claim as against the tenants for damage to the rental unit or property?
- Has the landlord established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord testified that this fixed term tenancy began on May 15, 2020 and expired on May 15, 2021 at which time the tenancy continued on a month-to-month basis, and the tenants still reside in the rental unit. Rent in the amount of \$1,775.00 was payable on the 1st day of each month, which was raised to \$1,800.00 during the tenancy. The landlord collected a prorated amount for the first partial month of the tenancy. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$887.50 as well as a pet damage deposit of \$200.00 at some time during the tenancy, and both deposits are still held in trust by the landlord. The rental unit is a single family dwelling,

and the landlord does not live on the property. The landlord has provided a copy of the tenancy agreement for this hearing.

The landlord further testified that on June 27, 2022 the landlord served the tenants with a One Month Notice to End Tenancy for Cause, handing it to one tenant (TJ) and the other tenant (JH) was also present. A copy has been provided for this hearing and it is dated June 27, 2022 and contains an effective date of vacancy of July 31, 2022. The reasons for issuing it state:

- Tenant has allowed an unreasonable number of occupants in the unit/site/property/park;
- Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent.

The initial tenancy agreement named 2 tenants and another person also resided there, and the tenancy agreement specified 3 people. Then another person moved in for a few days per week, and the landlord allowed that person to live there for awhile. However, a friend moved out and other people moved in. There are always different people that the landlord had never approved or seen before. The tenants don't move out, but up to 6 people have been living there.

The landlord also served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and a copy of 1 page only of the Notice has been provided by the tenants for this hearing. It is an older form and is dated August 2, 2022 and contains an effective date of vacancy of August 12, 2022 for unpaid rent in the amount of \$1,800.00 + \$600.00 that was due on August 1, 2022.

The landlord also testified that hydro and natural gas utilities were in the tenants' names, but they didn't pay the bills so the utilities were put in the landlord's name, and the landlord has paid the bills. Copies have been provided for this hearing.

The tenants or guests damaged a door with several holes in it and another was broken in the middle. The tenants put a board across it. Also, a window was broken with a shovel or something. The landlord has provided quotes for the repairs.

The landlord has provided a Monetary Order Worksheet setting out the following claims, totaling \$3,242.23:

- \$600.00 for October, 2022 rent;
- \$500.00 for November, 2022 rent;

- \$600.00 for December, 2022 rent;
- \$102.42 for unpaid hydro bill in August, 2022;
- \$246.21 for unpaid hydro bill for September and October, 2022;
- \$313.60 for replacement of the doors;
- \$280.00 for replacement for a window;
- \$600.00 for January rent.

Analysis

Firstly, the *Residential Tenancy Act* specifies that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the Notice given is in the approved form. I have reviewed 2 notices to end the tenancy, and I am not satisfied that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was given in the approved form since the landlord has not provided a copy for this hearing, and the copy provided by the tenants only contains 1 page.

With respect to the One Month Notice to End Tenancy for Cause, I have reviewed the copy provided by the landlord and I find that it is in the approved form and contains information required by the *Act*. Having dismissed the tenants' application, and considering that the tenants have not applied for an order cancelling it, I grant an order of possession in favour of the landlord. Since the effective date of vacancy has passed, I grant the order of possession effective on 2 days notice to the tenants. The tenants must be served with the order which may be filed in the Supreme Court of British Columbia and enforced.

The landlord has provided proof that the tenants have paid \$600.00 for October, 2022 rent by e-transfer as well as \$1,300.00 on October 31, 2022 and \$1,200.00 on December 1, 2022. The landlord testified that the tenants owe \$600.00 for October rent as well as \$500.00 for November rent and \$600.00 for December, 2022 rent and \$600.00 for January, 2023 rent. I have no reason to disbelieve that testimony, and I find that the landlord has established a claim of **\$2,300.00** for unpaid rent.

With respect to the landlord's claim for unpaid utilities, I also accept the undisputed testimony of the landlord that the tenants are in arrears the sum of \$102.42 for unpaid hydro bill in August, 2022 and \$246.21 for unpaid hydro bill for September and October, 2022. That amounts to **\$348.63**, and I am satisfied that the landlord has established that claim. The landlord also testified that the newer bills show that the tenants owe \$1,045.00 to the end of December, 2022. I find that to be excessive considering the previous bill for

September and October is \$246.21 ($\$1,045.00 - \$348.63 = \696.37). The landlord has not provided a copy of any bills beyond October, and I decline to order \$1,045.00.

With respect to the landlord's claim for damages, in order to be successful, the landlord must satisfy the 4-part test:

1. that the damage or loss exists;
2. that the damage or loss exists as a result of the tenants' failure to comply with the *Act* or the tenancy agreement;
3. the amount of such damage or loss; and
4. what efforts the landlord made to mitigate any damage or loss suffered.

The landlord testified that several holes were existent in a door and another was broken in the middle. The landlord also testified that a window was broken. A tenant is required to repair any damages caused by a tenant or a tenant's guests. The landlord has provided a quote for the repairs to the doors at **\$156.80**, including taxes and I am satisfied that the landlord has established that claim. The landlord has also provided a copy of an Invoice in the amount of **\$280.00** including taxes for installing the glass, and I am satisfied that the landlord has established that claim.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the **\$100.00** filing fee from the tenants.

I grant a monetary order in favour of the landlord as against the tenants in amount of \$3,185.43 ($\$2,300.00 + \$348.63 + \$156.80 + \$280.00 + \100.00). The tenants must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as a judgment.

Conclusion

For the reasons set out above, the tenants' application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of **\$3,185.43**.

This order is final and binding and may be enforced.

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: February 01, 2023

Residential Tenancy Branch