



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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DECISION

Dispute Codes: MNRL FFL

Introduction

The Landlord seeks \$31,900 in unpaid rent.

The Landlord also seeks \$100 for the cost of the application fee.

Issues

Is the Landlord entitled to the amounts claimed?

Background and Evidence

The Landlord's representative (hereafter the "Landlord") testified under oath that the Tenant (N.D.R.) was served with the Notice of Dispute Resolution Proceeding in-person on July 10, 2022. The Tenants were also served at their email address that they had agreed could be used as a method for the service of legal documents. Based on this affirmed and undisputed viva voce evidence it is my finding that the Tenants were served with the Notice of Dispute Resolution Proceeding as required by the *Residential Tenancy Act* (the "Act") and by the Rules of Procedure. The Tenant did not attend the hearing, which began at 1:30 p.m. and then ended at 1:58 p.m.

The Landlord's representative testified under oath that the tenancy began on November 1, 2019 and ended on June 16, 2022. Rent was \$16,500 and rent was due on the first day of the month. The Tenants paid a \$8,250 security deposit. The Landlord requested that no order be made concerning the security deposit, as the deposit is currently being held in trust pending the outcome of a separate application by the Landlord.

The Landlord seeks \$31,900 in unpaid rent. They included a Monetary Order Worksheet which referenced partial rent payments being made in April and May 2022 and no rent payment being made in June 2022.

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 requires tenants to pay rent on time unless they have a legal right to withhold some of the rent. Taking into consideration all of the undisputed, sworn evidence before me, it is my finding that the Landlord has proven their claim for \$31,900 in unpaid rent. There is no evidence before me to find that the Tenants had a right to withhold some or all of the rent. As such, pursuant to sections 26 and 67 of the Act, the Tenants are ordered to pay this amount to the Landlord.

Pursuant to section 72(1) of the Act, the Tenants are also ordered to pay \$100 to the Landlord to compensate them for the cost of the application fee.

In total, the Tenants are ordered to pay \$32,000 to the Landlord. A monetary order is issued in conjunction with this Decision to the Landlord. As noted during the hearing, the Landlord must serve a copy of the order upon the Tenants.

Conclusion

The application is granted.

Pursuant to sections 26, 67, and 72(1) of the Act the Tenants are ordered to pay \$32,000 to the Landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 13, 2023

Residential Tenancy Branch