



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **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 \$2,212.76 for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the Tenants pursuant to section 72.

The Landlord and one of the Tenants, JH, attended this hearing. They were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

All attendees were informed that the Residential Tenancy Branch Rules of Procedure prohibit unauthorized recordings of dispute resolution hearings.

The parties did not raise any issues with respect to service of dispute resolution documents. JH acknowledged receipt of the Landlord's notice of dispute resolution proceeding package (the "NDRP Package") and documentary evidence. I find the Tenants were served with the NDRP Package and Landlord's evidence in accordance with sections 88 and 89 of the Act. The Landlord acknowledged receipt of the Tenants' documentary evidence. I find the Landlord was served with the Tenants' evidence in accordance with section 88 of the Act.

### Issues to be Decided

1. Is the Landlord entitled to recover unpaid rent?
2. Is the Landlord entitled to reimbursement of the filing fee?

### Background and Evidence

This tenancy commenced on September 1, 2015 and was month-to-month. Rent was \$1,148.98 due on the first day of each month. There is no security or pet damage deposit.

The parties had a previous dispute resolution proceeding (file number referenced on the cover page of this decision), in which an Order of Possession was granted to the Landlord effective February 28, 2023.

The Landlord testified that after the first year of tenancy, the Tenants became more and more delinquent with paying rent in full and on time. The Landlord testified that he had to remind the Tenants to pay. The Landlord referred to a spreadsheet submitted into evidence, which tracks when rent was due, when rent was paid, how much was paid, and whether it was short or over. The Landlord also referred to copies of electronic funds transfer records submitted into evidence. The Landlord explained that with the exception of certain months which were paid in cash, rent was paid via electronic funds transfer.

The Landlord testified that as of February 2023, the Tenants owe unpaid rent totalling \$2,211.74. The Landlord explained that this is slightly lower than the previously claimed amount of \$2,212.76.

JH acknowledged that the Tenants were late paying rent multiple times, and did have conversations with the Landlord about repaying twice a month.

JH stated that the Tenants have had to put down their own money to repair the house. JH argued that the Landlord is responsible for looking after the house, including items such as the hot water tank and furnace. JH stated the Landlord never paid the Tenants for any maintenance. The Tenants submitted handwritten invoices for “unpaid work” done on the house.

### Analysis

#### *1. Is the Landlord entitled to recover unpaid rent?*

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.

According to section 26(1) of the Act, 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.

Based on the evidence presented, I find the Tenants owe the Landlord \$2,211.74 in unpaid rent. I find JH acknowledged that the Tenants have been late with rent multiple times. I find the Landlord's record of rent payments to be detailed and reliable. Furthermore, I find there is insufficient evidence that the Tenants had a right under the Act to deduct \$2,211.74 from rent payable to the Landlord. I find there is insufficient evidence to show that the Tenants had made any emergency repairs as defined under section 33 of the Act. I find the Tenants are not entitled to withhold rent for maintenance work or costs which are not emergency repairs.

I conclude the Landlord is entitled to compensation of \$2,211.74 from the Tenants for unpaid rent under section 67 of the Act.

*2. Is the Landlord entitled to reimbursement of the filing fee?*

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

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

Item	Amount
Unpaid Rent to February 2023	\$2,211.74
Filing Fee	\$100.00
<b>Total Monetary Order for Landlord</b>	<b>\$2,311.74</b>

Conclusion

The Landlord's claims for unpaid rent and reimbursement of the filing fee are successful.

Pursuant to sections 67 and 72(1) of the Act, I grant the Landlord a Monetary Order in the amount of **\$2,311.74**. This Order may be served on the Tenants, 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: March 01, 2023

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Residential Tenancy Branch