



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, MNDCT, FFT, OPU-DR, MNU-DR, FFL

Introduction

This hearing dealt with the Tenants' April 25, 2023 application and the Landlord's April 27, 2023 application under the *Residential Tenancy Act* (the *Act*) for:

- An order of possession under a 10-Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46 and 55
- A monetary order for unpaid rent, pursuant to section 67
- Cancellation of a 10-Day Notice to End Tenancy for Unpaid Rent (the Notice) issued on April 15, 2023, pursuant to section 46
- An order for compensation for monetary loss or other money owed
- An authorization to recover the filing fee for this application, under section 72

The Landlord testified that they served the Tenants with their evidence and dispute resolution package by registered mail on May 5, 2023 (the Package). The Landlord provided the tracking numbers as evidence, which I have noted on the cover page of this decision. I deem the Tenants received the Landlord's Package five days after it was mailed, May 10, 2023.

Preliminary Issue

- Tenants' application for compensation for monetary loss or other money owed

Rule 7.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss the Tenants' claim as they did not attend the hearing.

Issues to be Decided

- Should the Notice be cancelled?
- If not, is the Landlord entitled to an order of possession and a monetary order for unpaid rent?

- Is the Landlord or Tenants entitled to the filing fee?

Background and Evidence

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and information in this decision.

The Landlord confirmed the following details with respect to the tenancy:

- The tenancy began December 1, 2021 and was for a fixed term until November 30, 2022, then the tenancy continued on a month-to-month basis
- Rent is \$1,683.00 per month and due on the first of the month
- The Landlord collected and still retains a \$825.00 security deposit and a \$825.00 pet damage deposit

The Notice

The Landlord testified that they served the Notice by registered mail and by email on April 15, 2023. The Tenants application states they received the Notice by registered mail on April 20, 2023.

The undisputed evidence of the Landlord is that the Tenants did not pay rent for April 2023 and owe \$1,683.00 and did not pay March 2023 utilities and owe \$360.79. Also, the Landlord testified that the Tenants have not paid rent or utilities since the Notice was issued, which increases the rent owed to \$5,049.00 and the utilities owed to \$745.36

The Landlord issued a demand letter for the unpaid utilities listed on the Notice on March 23, 2023. While the Notice was issued before the 30-day requirement had expired, I find that the Tenants were aware the utilities were owed and included in this dispute. Additionally, at the time of this hearing the utilities remained unpaid. I find that the unpaid utilities qualify as unpaid rent.

Based on the above, the testimony and evidence, I find that the Tenants were served with the Notice in accordance with the *Act*. The Notice is included in the evidence and I find the Notice meets the form and content requirements of section 52 of the *Act*.

The undisputed evidence of the Landlord is that they served the Tenants with the Notice because the Tenants did not pay their April 2023 rent or March 2023 utilities. Therefore, I find on a balance of probabilities that the Notice was issued for the valid reason of

non-payment of rent. Since the Tenants did not attend the hearing to present any legal reason for withholding rent, I dismiss the Tenants' application to dispute the Notice, without leave to reapply.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the *Act*, effective **two days** after service on the Tenants.

I accept the undisputed testimony of the Landlord that as of April 15, 2023, the date the Notice was issued, the Tenants failed to pay rent in the amount of \$1,683.00 and utilities in the amount of \$360.79. This is supported by the Landlord's direct request worksheet. The Tenants did not attend the hearing to dispute the amounts owed. The Notice also clearly states the amounts owed. I find the Tenants breached the *Act* when they failed to pay the rent and utilities

Further, I find that the Tenants failed to pay rent for May and June 2023, which brings the total rent owed to **\$5,049.00**. Additionally, The Tenants failed to pay utilities for April or May 2023, which brings the utilities owed to **\$745.36**. The Landlord submitted into evidence two additional demand letters for the utilities owned in April and May 2023, which were sent on April 19, 2023 and May 12, 2023. Given that these additional demand letters were sent, I find that it is reasonable to expect the Tenants to pay the additional utilities owed for April and May 2023.

I find the Landlord is entitled to a monetary order for the unpaid rent and utilities, pursuant to section 55(1.1) of the *Act* in the amount of **\$5,794.36**. I order that the Landlord retain the security deposit of **\$825.00** in partial satisfaction of the claim.

Filing Fee

Because the Landlord was successful, I award \$100.00 as reimbursement for the filing fee pursuant to section 72(1) of the *Act*.

In summary, the Landlord is entitled to:

Unpaid rent	\$5049.00
Unpaid utilities	\$745.36
Filing Fee	\$100.00
Deduct Security Deposit	-\$825.00
Total monetary award	\$5,069.36

I find that the Landlord is entitled to a monetary order for the unpaid rent for the balance due of **\$5,069.36**.

Conclusion

The Tenants' application is dismissed. The tenancy legally ended on the date of this hearing. The Landlord is granted an order of possession and a monetary order in the above terms. If the Tenants' do not comply with the Order of Possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that court. The Monetary order may be filed in the Provincial Court and enforced as an order of that Court.

At the end of the tenancy the Tenants must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Tenants and landlords both have an obligation to complete a move-out condition inspection at the end of the tenancy. To learn about obligations related to deposits, damage and compensation, search the [RTB website](#) for information about after a tenancy ends.

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 06, 2023

Residential Tenancy Branch