



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

The landlords applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlords ask me for the following orders against the tenants.

1. Exclusive possession of the rental unit in favour of the landlords.
2. Payment of \$3,545.00 of unpaid rent.
3. Reimbursement for the \$100.00 filing fee for this application.

The corporate landlords appeared at the hearing on 19 June 2023 by way of an agent. The tenants did not appear.

Preliminary Matter - Non-appearance at the Hearing

The tenants did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1100 hours and ended about 21 minutes later. I confirmed:

1. that the landlords sent a copy of this Notice of Hearing to the address of the rental unit *via* registered mail on 25 April;
2. that the RTB had provided the correct call-in numbers and participant codes in the Notice of Hearing; and
3. by reviewing the teleconference system, that the landlords and I were the only ones who had called into this teleconference.

Rule 7.3 of the RTB Rules of Procedure reads:

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.

The tenants failed to attend this hearing, but I conducted it in their absence. The landlords satisfied me that they had correctly notified the tenants of this hearing and how to participate.

Issues to be Decided

During the hearing, the landlords withdrew their application for exclusive possession of the rental unit. As a result, I am left with the following issues to decide:

Do the tenants owe the landlords unpaid rent?

Should the tenants reimburse the landlords for the cost of filing this application?

Background and Evidence

The landlords swore to me the following about this tenancy:

1. rent is \$700.00 per month, due on the first day of each month;
2. the tenants paid a \$350.00 security deposit;
3. the tenants were \$45.00 short in their December-2022 rent payment;
4. they paid no rent for January, February, March, April and May; and
5. the tenants abandoned the rental unit on 13 June, without paying any rent for that month either.

As of 1 May, the landlords calculate the rent owing as \$3,545.00. Plus, the landlords calculate the rent owing for the first 13 days of June to be \$299.00.

Analysis

Section 26 (1) of the Act places a positive obligation upon the tenants to pay rent. The uncontroverted evidence of the landlords satisfied me that the tenants have not fulfilled with this obligation. Accordingly, I find that the tenants owe the landlords outstanding rent as claimed, which totals \$3,844.00.

As the landlords have succeeded in their application, I also find that the tenants should reimburse them for the cost of filing same.

Conclusion

I order that the tenants pay to the landlords \$3,944.00 *per* section 67 of the *Residential Tenancy Act* [the 'Act'].

I authorise the landlords to retain the tenants' security deposit of \$350.00 in partial satisfaction of this sum *per* section 72 (2) (b) of the Act. This leaves \$3,594.00 owing.

The landlords must serve this order on the tenants as soon as possible. If the tenants do not comply with my order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlords can enforce my order as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 24 July 2023

Residential Tenancy Branch