



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNR FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A hearing by telephone conference was held on June 25, 2020. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

The Landlord attended the hearing. However, the Tenants did not. The Landlord stated that she sent the Tenants each a copy of the Notice of Hearing and evidence by registered mail on June 3, 2020, to the rental unit where they reside. Proof of mailing was uploaded into evidence. Pursuant to section 88 and 90 of the *Act*, I find the Tenants are deemed to have received these documents on June 8, 2020, the fifth day after their mailing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord stated that she sold the house as of the end of May 2020, but she is still waiting for the final tally of what utilities are owed by the Tenants. The Landlord requested to withdraw this portion of her application, as she required additional time to determine the amounts the Tenants owe, as the City has yet to give her this information. I hereby allow the Landlords to withdraw their application for recovery of the utilities and I amend the application accordingly. I grant the Landlord leave to reapply for this matter, once the amounts are known by the Landlord. The only amount the Landlords were seeking at this hearing was for unpaid rent.

### Issues to be Decided

1. Are the Landlords entitled to a monetary order for unpaid rent?

### Background and Evidence

The Landlords testified that monthly rent is \$1,650.00, and is due on the first of the month. The Landlords testified that they no longer hold a security or pet deposit because it was transferred with the house sale, in early June. The Landlords stated that they ceased being the owner and Landlords at the end of May 2020.

The Landlords stated that the Tenants have not paid any rent since March 2020, and owe \$1,650.00 for April, and \$1,650.00 for May, respectively.

### Analysis

Based on the unchallenged testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent (security deposit overpayment, emergency repairs paid for by the Tenant, illegal rent increases, or another Order by an Arbitrator).

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's undisputed documentary evidence and testimony before me to demonstrate that the Tenants owe and have failed to pay \$3,300.00 in rent for April and May 2020.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlords were substantially successful with their application, I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

### Conclusion

The Landlords are granted a monetary order pursuant to Section 67 in the amount of **\$3,400.00**. This order must be served on the Tenant. If the Tenant fails to comply with

this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: June 25, 2020

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Residential Tenancy Branch