



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      Tenant: CNR LRE OLC FF  
Landlord: OPR MNR FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on December 6, 2021.

The Tenants and the Landlord both applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the “Act”).

The Landlord attended the hearing and provided affirmed testimony. The Landlord confirmed he understood Rule 6.11. However, the Tenants did not attend. The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that he no longer requires an order of possession and I have amended the Landlord’s application to reflect this. The Landlord stated that the Tenants moved out as of September 1, 2021. The Landlord testified that he served the Tenants with his Notice of Hearing, and evidence by posting it to the front door of the rental unit on August 18, 2021. Pursuant to section 89 and 90 of the Act, I deem this package was received by the Tenants on August 21, 2021, the third day after it was posted.

The Tenants did not appear at this hearing. As such, I dismiss the Tenants’ application in its entirety, without leave to reapply.

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.

### Issue(s) to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent or utilities?

### Background and Evidence

The Landlord testified that rent in the amount of \$3,848.00 is due on the first of each month. The Landlord stated that he does not have a written tenancy agreement but he stated the Tenants rent an entire house, and are responsible for all utilities and rent for the whole house. The Landlord holds a security deposit in the amount of \$1,250.00.

The Landlord stated that he did not receive any rent for August 2021 and he is owed this amount.

The Landlord stated that he served the 10 Day Notice to End Tenancy for Unpaid Rent on August 1, 2021, by leaving a copy at the mailbox of the house. This was issued because no rent was paid for August, and there were outstanding utilities. The Landlord only applied to recover the unpaid rent, not the utilities.

### Analysis

Based on the unchallenged affirmed 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.

I find there is insufficient evidence the Tenants had any right under the *Act* to withhold rent. With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's documentary evidence and testimony before me to demonstrate that the Tenants owe and have failed to pay \$3,848.00 in rent for August 2021.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful in this hearing, I order the Tenant to repay the \$100. Also, pursuant to sections 72 of the *Act*, I authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount of rent still owed by the Tenants. In summary, I grant the monetary order based on the following:

<b>Claim</b>	<b>Amount</b>
Cumulative unpaid rent as above	\$3,848.00
Other:	
Filing fee	\$100.00
<b>Less:</b>	
Security Deposit currently held by Landlord	(\$1,250.00)
<b>TOTAL:</b>	<b>\$2,698.00</b>

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$2,698.00**. This order must be served on the Tenants. If the Tenants fail 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: December 06, 2021

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Residential Tenancy Branch