



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP, RR, OLC, OPU-DR, MNU-DR, FFL

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for repairs - Section 32;
3. An Order for a rent reduction - Section 65; and
4. An Order for the Landlord’s compliance - Section 62.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.
1. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing to pursue its application and I therefore dismiss the Tenant’s application. The Landlord was full opportunity under oath to be heard, to present evidence and to make submissions. I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution, notice of hearing and evidence in person on March 16, 2022 in accordance with Section 89 of the Act.

Preliminary Matters

The Landlord confirms that they no longer require an order of possession. I therefore dismiss this claim. The Landlord's monetary order worksheet sets out amounts being claimed for other damages and compensation however the Landlord did not amend its application to add these claims.

Rule 2.2 of the Residential Tenancy Branch Rules of Procedure provides that claims are limited to what is stated in the application. Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As no claims for damages or compensation are set out in the application details other than as included in the monetary order worksheet and as these claims are not related to the matters of the possession of the unit and unpaid rent or utilities, I dismiss these claims with leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent and utilities?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on July 1, 2021 with of \$2,500.00 payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,250.00 as a security deposit. The tenancy agreement was signed on June 21, 2021 and was amended on June 23, 2021 to add Tenant MT. The Witness states that they were named as a Tenant on the original and amended tenancy agreement and that they moved out of the unit on January 30, 2022 leaving the other two named Tenants in the unit. These other Tenants moved out of the unit on March 27, 2022. The tenancy agreement provides that rent does not include utility costs. The Tenants did not pay water, sewer and garbage costs and the Landlord claims \$400.00 for the period October 2021 to February 17, 2022. The Landlord provides an invoice for this period in the

amount of \$581.50 and although the Landlord had this invoice at the time of making the application the Landlord did not claim this full amount.

The Tenants did not pay rent of \$1,750.00 for January 2021 and paid no rent for February and March 2022. The Landlord claims a total of \$6,750.00 as unpaid rent for this period.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Given the Landlord's undisputed evidence of unpaid rents and utilities, given the Landlord's undisputed evidence that the Tenants are required to pay these amounts and given the invoice for the utilities, I find that the Landlord is entitled to **\$6,750.00** in unpaid rent and **\$400.00** in unpaid utilities. As the Landlord has been successful with these claims, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$7,250.00**. Deducting the security deposit plus zero interest of **\$1,250.00** from this entitlement leaves **\$6,000.00** owed to the Landlord.

Conclusion

The Tenant's application is dismissed.

I order that the Landlord retain the **deposit** and interest of \$1,250.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$6,000.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: April 25, 2022

Residential Tenancy Branch