



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR-L, FFL

Introduction

This hearing was convened in response to an application by the Landlords pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent and utilities - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties raised no issue with the receipt of the other’s documentary evidence and referred to each other’s evidence during the hearing.

Issue(s) to be Decided

Are the Landlords entitled to the monetary amounts claimed?

Are the Landlords entitled to retain the security deposit?

Are the Landlords entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: the tenancy started on March 26, 2020 and ended on November 15, 2021. Rent of \$6,750.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$3,375.00 as a security deposit and \$3,375.00 as a pet deposit. The tenancy agreement provides that the Tenants are responsible for the cost of all utilities. The Tenants provided their forwarding address to

the Landlords on the move-out inspection form conducted November 21, 2021. The Tenants failed to pay rent for November 1 to 15, 2021.

The Landlords claim \$3,375.00 for the unpaid rent.

The Parties agree that the Tenants paid the water and sewer utilities for the period July 1 to September 30, 2021 inclusive on December 15, 2021. The Landlords withdraw this claim.

The Landlord states that the Tenants failed to pay for water and sewer utilities for the period October 1 to November 15, 2021, inclusive. The Landlords claim \$368.11. No utility invoice was provided. The Tenant states that this bill was also paid.

Analysis

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. 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. Based on the undisputed evidence that the Tenants did not pay rent for November 2021 I find that the Landlords are entitled to the unpaid rent of **\$3,375.00**. Based on the undisputed evidence that the Tenants paid for the water and sewer utilities for July 1 to September 30, 2021 I find that the Landlords are not entitled to this claim, and I dismiss it. As the Landlords have not provided an invoice for the utility costs claimed for the period October 1 to November 15, 2021 and given the Tenant's evidence of having paid the bill, I find on a balance of probabilities that the Landlords have not substantiated this claim and I dismiss it.

As the Landlords' claim for unpaid rent has had success, I find that the Landlords are entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,475.00**.

Deducting this amount from the combined security and pet deposit of **\$6,750.00** leaves **\$3,275.00** to be returned to the Tenants forthwith.

Conclusion

I order that the Landlords retain the **deposit** and interest of \$3,475.00 in full satisfaction of the claim.

I grant the Tenants an order under Section 67 of the Act for **\$3,275.00**. 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: July 12, 2022

Residential Tenancy Branch