

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: OPR, MNR, MNSD

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- An order of possession, pursuant to section 55;
- A monetary order for unpaid rent, pursuant to section 67;
- An order to retain the security deposit to recover the cost of repairs, pursuant to Section 38;

The notice of hearing dated May 06, 2009 was served on the tenant on May 06, 2009, in person, at the address of the dispute rental unit. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord advised me that the tenant had moved out on May 31, 2009 and therefore the landlord withdrew the portion of her application that dealt with a request for an order of possession.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent? Is the landlord entitled to retain the security deposit in partial satisfaction of her monetary claim?

Background and Evidence

The landlord testified that the tenancy started on August 12, 2008. The monthly rent is \$900.00 due in advance on the first of each month. The tenant was required to pay for cable and utilities in addition to rent. Prior to moving in, the tenant paid a security deposit in the amount of \$400.00.

The tenant requested for a deduction of \$100.00 off the rent in exchange for maintaining the front and back yards. The landlord agreed to this arrangement and accepted \$800.00 as rent. However, the landlord stated that the tenant did not mow the lawn or maintain the yards.

The tenant also rented a garage for \$100.00 per month. The landlord stated that the tenant did not pay this amount for four months into the tenancy and therefore the landlord lowered the rent for the garage to \$50.00 per month. The tenant also failed to pay this amount for the remainder of the tenancy.

The landlord filed into evidence copies of letters to the tenant dated October 29, November 19, March 31, and February 07. These letters remind the tenant to maintain the property, pay rent for the garage, pay utilities and cease activities that were generating complaints from other tenants. The landlord has also filed a cable bill that the tenant owes for. The landlord stated that the tenant owed for utilities but she did not file any evidence by way of utility bills and therefore withdrew her claim for other outstanding utilities.

The landlord is claiming the following:

1.	Rent for the garage September to December	\$400.00
2.	Rent for the garage January to May	\$250.00
3.	Unpaid rent for nine months @ \$100.00	\$900.00
4.	Cable bill	\$41.90
	Total	\$1591.90

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to \$1591.90 for unpaid rent and utilities.

I order that the landlord retain the security deposit of \$400.00 and interest of \$2.33 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1189.57. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1189.57**.

Dated June 08, 2009.

Dispute Resolution Officer