



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes:

MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for a monetary Order for unpaid rent and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The landlord's witness testified that at 11:45 a.m. on July 15, 2009 he personally served the male tenant with copies of the Application for Dispute Resolution and Notice of Hearing. Service occurred at the tenant's new residential address. The witness stated that copies of the documents for the female tenant were left with the male tenant.

Section 89(1) of the Act requires that hearing documents be served to each respondent either personally, by registered mail or by any other method as ordered by the Director. As the female tenant was not personally served I find that only the male tenant was served for the purposes of a monetary Order.

These documents are deemed to have been served to the male tenant, in accordance with section 89 of the Act, however the tenant did not appear at the hearing.

Preliminary Matter

The landlord testified that some time between July 2 and July 6, 2009 the tenants moved out of the rental unit, in response to a 10 Day Notice to End Tenancy issued on June 16, 2009 with an effective vacancy date of June 30, 2009. The landlord testified that an Order of possession is no longer required.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary Order for unpaid rent and utilities and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord testified that the tenancy commenced September 1, 2006, rent was \$1,200.00 per month and a deposit of \$600.00 was paid.

Effective March 1, 2008 the tenants were given a rent increase to \$1,250.00. In November 2008 the rent was temporarily decreased to \$1,150.00 per month and was to revert back to \$1,250 effective July 1, 2009. The landlord testified that the tenancy agreement required the tenants to pay utility costs and that when the bills came to the landlord he would immediately provide the tenants with a copy.

The landlord stated that the March 27, 2009 City of Chilliwack Utility Bill of \$138.30 was given to the tenants within a week, as was the December 16, 2008 bill in the amount of \$309.44. The landlord provided a copy of a letter to the tenants, dated April 30, 2009, which reviewed an agreement made commencing in June 2008 whereby the landlord would pay the utility bill and allow the tenants to spread payments out at the rate of \$100.00 per month. The April 30 letter indicates that this arrangement ceased in November 2008 as payments were up to date. The April 30 letter states that the landlord would again accept \$100.00 payments until the December and March utility bills were paid. The April 30 letter also confirms that rent remains at \$1,150.00 per month, plus the \$100.00 owed for utilities.

The landlord testified that tenants paid \$1,000.00 in May and did not pay June rent owed. The landlord claimed July rent revenue loss and testified that he did not plan on renting the unit out as he will be selling the home.

Analysis

In the absence of evidence to the contrary, I find that the tenants have not paid rent in the amount of \$150.00 for May and \$1,150.00 June 2009 and that the Landlord is entitled to compensation in that amount. I find that the tenants have not paid the City of Chilliwack Utility Bills in the sum of \$445.74 and that the landlord is entitled to compensation for these charges.

I find that the landlord is entitled to July rent for the equivalent of 6 days in the sum of \$227.00 and dismiss the claim for further rental income loss.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The landlord has not applied to retain the deposit paid by the tenants, in partial satisfaction of the rent owed. However, section 72 of the Act allows a dispute resolution officer to order that money owed by a tenant to the landlord may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlord is holding a deposit plus interest in the sum of \$619.18 and that this may be retained by the landlord in partial satisfaction of the compensation claimed.

Conclusion

I find that the landlord has established a monetary claim, in the amount of **\$1,795.74**, which is comprised of \$1,300.00 in unpaid rent, \$445.74 in unpaid utilities and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution. The landlord will be retaining the tenant's security deposit plus interest, in the amount of **\$619.18**, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of **\$1,176.56**. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Dated August 19, 2009.

Dispute Resolution Officer