



# **Dispute Resolution Services**

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

## **Decision**

**Dispute Codes:** MNR, MNSD, FF

## **Introduction**

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent and utilities, retention of all or part of the security, and recovery of the filing fee for this application. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served in person on May 14, 2009 with the application for dispute resolution and notice of hearing, the tenant did not appear.

## **Issues to be decided**

- Whether the landlord is entitled to any or all of the above

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the term of tenancy was from July 1, 2008 to June 30, 2009. Rent in the amount of \$1,550.00 was payable on the first day of the month, and a security deposit of \$775.00 was collected on June 16, 2008.

By letter dated December 19, 2008, the tenant informed the landlord of her intent to vacate the unit effective at the end of January 2009. Subsequently, the tenant paid no rent for January 2009, and it was determined around mid January 2009 that the tenant had already vacated the unit and had not provided a forwarding address. Thereafter, the landlord re-rented the property effective February 15, 2009, but at a lower monthly rent.

Further to recovery of the filing fee, the landlord's claim is limited to a monetary order as compensation of \$1,550.00 for unpaid rent for January 2009, in addition to the tenant's portion of various unpaid utilities, as follows:

\$ 14.34 - water

\$ 15.55 - water

\$ 16.24 - water

\$300.87 - electric

\$555.17 - electric

Total: \$902.17

Evidence submitted by the landlord included statements reflecting the cost of the above utilities applicable to various periods of time.

### **Analysis**

Section 45 of the Act speaks to **Tenant's notice**, and provides in part, as follows:

45(2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the tenant did not comply with the above statutory provision in her manner of ending the tenancy. Further, in the absence of any evidence to the contrary, I find that the tenant vacated the unit around mid January 2009. In the result, I find that the landlord is entitled to a monetary order as compensation for unpaid rent of \$1,550.00 as sought for the month of January 2009.

Further, based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the landlord is entitled to a monetary order as compensation for unpaid utilities, as set out above, in the total amount of \$902.17.

As for the monetary order, in summary I find that the landlord has established a claim of \$2,502.17. This is comprised of \$1,550.00 in unpaid rent, \$902.17 in unpaid utilities, and the \$50.00 filing fee for this application. I order that the landlord retain the security deposit of \$775.00, plus interest of \$6.32, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,720.85 (\$2,502.17 - \$781.32).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,720.85**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 24, 2009

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Dispute Resolution Officer