

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for an order of possession and for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord. The tenant did not attend.

At the start of the hearing the landlord confirmed the tenant moved out of the rental unit completely by March 16, 2010. As such, there is no requirement for the landlord to obtain an order of possession, I amend the landlord's application to exclude the matters regarding an order of possession.

The landlord confirmed at the outset of the hearing that the tenant had been served via registered mail to a mail box number provided as a forwarding address by the tenant. The landlord had submitted tracking confirmation showing the tenant had signed for the notice of hearing package on March, 19, 2010. I am satisfied the tenant was served with hearing documents in accordance with Section 89 of the *Residential Tenancy Act (Act)*.

The landlord submitted an amended application to include cleaning and damage charges resulting from the tenancy on April 21, 2010 6 clear days prior to this hearing. Residential Tenancy Rules of Procedure require amended applications must be submitted at least 7 days prior to the hearing. As such, I do not accept this amendment to the application, however, the landlord is at liberty to make a separate application for that claim.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and/or for cause; to a monetary order for unpaid rent, utilities and damage; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 47, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord has submitted the following documents into evidence:

- A copy of a tenancy agreement and addendum signed by the parties on December 29, 2009 for a month to month tenancy that began on January 1, 2010 for a monthly rent of \$1,250.00 due on the 1<sup>st</sup> of the month and a security deposit of \$625.00 was paid on January 1, 2010;
- A copy of a 1 Month Notice to End Tenancy for Cause dated February 10, 2010 with an effective date of March 31, 2010, citing breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued March 5, 2010 with an effective date of March 16, 2010 for unpaid rent in the amount of \$1,250.00;
- A copy of a letter from the landlord to the tenant dated February 1, 2010 noted infractions to the tenancy agreement and providing the tenant until February 8, 2010 to comply;
- Copies of hydro receipts for the period December 24, 2009 to March 30, 2010 for a total amount of \$691.72.

### Analysis

As the tenant did not attend the hearing or provide any evidence disputing the landlord's claim to rent for the month of March 2009 or to the hydro bills, I find the tenant remains responsible for those payments.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,991.72** comprised of \$1,250 rent owed; \$691.72 hydro owed; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$625.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,366.72**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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 *Residential Tenancy Act*.

Dated: April 29, 2010.

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Dispute Resolution Officer