

## **DECISION**

### **Dispute Codes**

MNDC, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, given to the tenant in person on March 23, 2010. A signed statement regarding service was provided in the landlord's documentary evidence.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

### **Issues(s) to be Decided**

Is the landlord entitled to a Monetary Order for money owed in unpaid rent, and utilities?

### **Background and Evidence**

This tenancy started on November 01, 2009. This was a fixed term tenancy for 11 months and was due to expire on September 30, 2010. The landlord has provided a copy of a residential tenancy agreement which was made by the parties on January 18, 2010, indicating an actual adjusted monthly rent of \$404.00 plus \$35.00 heating charge and an estimated economic rent for the area of \$1,100.00. The rent is due the 1<sup>st</sup> day of the month but no payment date was indicated on the tenancy agreement. The rental amount and deposit calculation is in accordance with the BC Housing Operating Agreement and the landlord has provided a copy of

the rent increase effective on January 01, 2010 which indicates the rent increase to \$595.00. The rent increase is except from the *Act*. The tenancy agreement also states that the tenant must pay \$35.00 per month for heating and is responsible to pay for her own Hydro costs. The tenant paid a security deposit of \$500.00 on November 01, 2009.

The landlord testifies that at a Direct Request Proceeding conducted on March 22, 2010 awarded the landlord an Order of Possession and Monetary Order for unpaid rent for February, 2010.

The landlord testifies that they omitted to request a Monetary Order for unpaid rent for January, 2010 and for March, 2010 to a total sum of \$1,190.00 due to an administrative error. The landlord also applied for unpaid rent for February, 2010 but stated that this was not required as it has been previously awarded at the Direct Request proceeding. The landlord has provided a copy of the 10 Day Notice issued in February, 2010 which states that the tenant owed \$595.00 in rent for February, 2010.

The landlord testifies that the tenant did not pay her heating costs for January or March, 2010 to a total sum of \$70.00. The landlord also testifies that the tenant owes the sum of \$290.41 in Hydro costs and has provided a copy of the Hydro bill in evidence.

### Analysis

I have carefully considered all the evidence before me and the tenant has not appeared at the hearing today to dispute the landlords testimony. However, I find the landlord has not provided any evidence of unpaid rent for January and March, 2010 as the 10 Day Notice issued on February 18, 2010 only indicates outstanding rent for February, 2010. The landlord claims this was an administrative error on their part. However, it would be unfair to award the landlord the amount claimed for unpaid rent and heating for January and March, 2010 without evidence to support their claim. Consequently I dismiss this section of the landlords claim with leave to reapply.

With regards to the landlords claim for unpaid Hydro costs; the landlord has provided sufficient evidence in this case to show the tenant has an unpaid Hydro bill of **\$290.41**. Therefore ,it is my

decision that the landlord has established their claim for unpaid hydro and the landlord is entitled to a Monetary Order to recover this amount pursuant to section 67 of the *Act*.

As the landlord has been partially successful with their claim I find they are entitled to recover the **\$50.00** filing fee paid for this application pursuant to section 72(1) of the *Act*.

### Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$340.41**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

The remainder of the landlords' application for a monetary award is dismissed with leave to reapply.

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: May 07, 2010.

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Dispute Resolution Officer