

## **DECISION**

Dispute Codes      OPR, MNR, FF, O

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and utilities, and to recover the cost of the filing fee. At the outset of the hearing the landlord withdrew his application for an Order of Possession as the tenant has vacated the rental unit.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, They were given to the tenant in person on April 29, 2010.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his 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 unpaid rent and utilities?

### Background and Evidence

The landlord testifies that this tenancy started on December 01, 2009. This was a fixed term tenancy for one year and was due to expire on November 30, 2010. Rent for this unit was \$1,400.00 per month and was due on the last day of each month in advance. The tenant did not pay a security deposit and has not provided the landlord with his forwarding address in writing.

The landlord testifies that the tenant owes a balance of rent for March, 2010 of \$900.00 and did not pay any rent for April, 2010 of \$1,400.00. The total amount of outstanding rent is \$2,300.00. The landlord testifies that both he and the tenant signed a mutual agreement to end the tenancy on April 30, 2010 and the tenant moved out of the rental unit on this date.

The landlord testifies that the tenant owes utilities for both Terasan Gas and BC Hydro. The tenants' share of these bills was 55% of the total bill. The tenant owes the sum of \$326.44 for Gas and \$136.12 for Hydro. The landlord states that the tenant had a credit of \$250.00 for some cleaning work undertaken by him at the start of the tenancy so the landlord agreed to reduce the balance owed from the tenants' share of the utilities to cover this amount. The total amount now owed for utilities is \$212.56.

The landlord has provided the following documentary evidence: A copy of the tenancy agreement, the utility bills, a rent and utility ledger and a copy of the mutual agreement to end tenancy.

### Analysis

The tenant did not appear at the hearing, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I refer both Parties to section 26 of the Act which states:

**26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Consequently, I find the landlord has provided sufficient evidence to support his claim for unpaid rent for March and April, 2010 to the sum of **\$2,300.00**. I further find the landlord has established his claim for unpaid utilities to the sum of **\$212.56**. The landlord is entitled to a monetary award to recover the amount of **\$2,512.56** pursuant to section 67 of the *Act*.

As the landlord has been successful with his claim I find he is entitled to recover his filing fee of **\$50.00** pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the following amount:

Unpaid rent for March, 2010	\$900.00
Unpaid utilities( less credit owed to the tenant of \$250.00)	\$212.56
Filing fee	\$50.00
<b>Total amount due to the landlord</b>	<b>\$2,562.56</b>

### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,562.56**. The order must be served on the respondent and is enforceable through the Provincial Court 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: June 15, 2010.

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Dispute Resolution Officer