

## **DECISION**

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

### **Introduction**

By application of June 10, 2010, the landlord seeks an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent and utilities served in person on June 4, 2010. The landlord also sought a Monetary Order for the unpaid rent, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

At the commencement of the hearing, the landlord advised that the tenant had vacated the rental unit on June 30, 2010 pursuant to a Mutual Agreement to End Tenancy. He stated that she had paid the June rent but had not provided a forwarding address.

Despite having been served with the Notice of Hearing in person on June 10, 2010, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, the hearing proceeded in her absence.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid utilities, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

## **Background and Evidence**

This tenancy in a manufactured home owned by the landlord on the landlord's rural property began on November 9, 2009 and ended June 30, 2010. Rent was \$1,250 per month and the landlord holds a security deposit of \$625 paid on or about November 9, 2010.

During the hearing, the landlord gave evidence that the tenant had left the propane tank empty at the end of the tenancy. The tank had been full at the beginning of the tenancy and the rental agreement required that the tenant have it filled on moving out. The landlord claims \$325 to refill the tank.

In addition, the rental agreement required that the tenant pay hydro under a separate meter. At the conclusion of the tenancy, the tenant left \$389 owing on the hydro account.

The landlord also makes claim for damage to the rental unit and damage or loss under the legislation or rental agreement. As the tenant has not been served with notice of those claims, they cannot be addressed in the present hearing; however, the landlord remains a liberty to make further application on those claims.

## **Analysis**

I find that, including recovery of the filing fee and authorization to retain the security deposit in set off, which I award under section 72 of the *Act*, the tenant owes the landlord an amount calculated as follows:

To refill the propane tanke	\$325.00
Unpaid hydro	389.00
Filing fee	50.00
Subtotal	\$764.00
Less retained security deposit (no interest due)	- 625.00
<b>TOTAL</b>	<b>\$139.00</b>

## Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for \$139.00, enforceable through the Provincial Court of British Columbia, for service on the tenant.

The landlord remains at liberty to make application for such damages as were ascertained at the conclusion of the tenancy.

July 27, 2010