



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, FF, O

Introduction

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

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

The landlord provided registered mail receipts confirming service by registered mail. The landlord also provided a copy of the tenant's business card that provides the address used by the landlord as the only forwarding address ever provided to the landlord.

I accept the tenants have been sufficiently served with the notice of this hearing in accordance with Section 71 (2)(b).

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; utilities and for changing the locks at the end of the tenancy and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began in August 2009 as a month to month tenancy for a monthly rent of \$1,850.00 due on the 1st of the month. The landlord did not collect a security deposit at the start of the tenancy because the tenant indicated he was going to complete some renovations to the rental unit. The landlord testified that the renovations were never completed.

The landlord provided testimony that the tenants failed to pay rent for 3 out of the 5 months of the tenancy in the amount of \$5,550.00. The tenancy ended at the end of January 2010. The landlord testified that the tenants moved out without returning either the door keys or the mailbox keys.

The landlord provided testimony and supporting documentation of the tenants' unpaid utility amounts and replacement lock costs in the following table:

Description	Amount
Gas	\$1,390.46
Hydro	\$215.00
Cable	\$229.54
Deadbolt replacement	\$122.00
Mail box key replacement (Canada Post)	\$100.00
Total	\$2057.00

The landlord provided testimony that he had paid the tenant to complete some renovation work at the rental unit in the amount of \$1,500.00. The landlord also seeks compensation for this as he stated the work was not completed.

Analysis

In regard to the landlord's claim for \$1,500.00 for work not completed on the rental unit, I find that this matter does not fall under the jurisdiction of the *Act*. As such, I dismiss this portion of the landlord's application. The landlord is at liberty to pursue that loss through a court of appropriate jurisdiction.

In regard to the outstanding rent, utilities and lock changes, I find the landlord has provided sufficient evidence to support his claim and in the absence of any contrary testimony or evidence from the respondent, I accept the landlord's claim in the amount noted in the table above.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$7,707.00** comprised of \$5,550.00 rent owed; \$1,835.00 utilities owed; \$222.00 for lock replacements and the \$100.00 fee paid by the landlord for this application.

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: August 04, 2010.

Dispute Resolution Officer