



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; retention of the security deposit and recovery of the filing fee. The tenants did not appear at the hearing. The landlord provided documentary evidence that each tenant was notified of this hearing by registered mail sent on June 16, 2010 to the rental unit. The landlord testified the tenants occupied the rental unit until July 3, 2010. Having been satisfied the tenants were sufficiently notified of this hearing in a manner that complies with the Act I proceeded to hear from the landlord without the tenants present.

As the tenants have vacated the rental unit an Order of Possession is no longer required and I do not provide one with this decision.

As a preliminary issue I noted that the landlord had made additional submissions for utilities and cleaning but did not amend the application or serve the additional submissions upon the tenants. I refused to consider the additional claims not served upon the tenants and the landlord is at liberty to make another application within two years of the tenancy ending to request compensation for those amounts. Therefore, this decision addresses the landlord's claim for unpaid rent and utilities identified in the application filed by the landlord on June 14, 2010.

Issues(s) to be Decided

1. Has the landlord established an entitlement to unpaid or loss of rent?
2. Has the landlord established an entitlement to utilities?
3. Is the landlord authorized to retain the tenants' security deposit?

Background and Evidence

The landlord provided evidence as follows. The tenancy commenced August 1, 2009 and the tenants paid a \$600.00 security deposit on July 31, 2009. In January 2010 the parties signed a written tenancy agreement requiring the tenants to pay rent of \$1,200.00 on the 1st day of every month plus one-half of utilities (water and hydro). The security deposit paid in July 2009 was carried forward to the new tenancy agreement.

I heard that the tenants failed to pay \$5.00 of rent owed for May 2010 and did not pay any rent for June 2010. On June 4, 2010 the landlord personally served one of the tenants (referred to by the initials AC) with a *10 Day Notice to End Tenancy for Unpaid Rent and Utilities* (the Notice). The Notice indicates \$1,205.00 was outstanding as of June 1, 2010 and has an effective date of June 14, 2010. The tenants did not pay the outstanding rent and vacated July 3, 2010. The landlord re-rented the unit for August 2010.

The landlord withdrew his claim for loss of rent for August 2010 as the unit had been re-rented with the remainder of the landlord's claim as follows:

Unpaid rent as of June 1, 2010	\$1,205.00
Loss of rent for July 2010	1,200.00
Unpaid hydro up to April 9, 2010	112.38
Unpaid water up to May 15, 2010	<u>96.19</u>
Total claim	\$2,613.57

The landlord was able to supply a copy of the tenancy agreement and utility bills in support of the amounts claimed by the landlord. In addition, the landlord supplied evidence related to a money transfer made by one of the tenants to the landlord on June 16, 2010 and then cancelled by the tenant shortly thereafter.

Analysis

Upon consideration of the undisputed evidence presented to me, the landlord satisfied me that the tenants failed to pay rent owed to the landlord for May and June 2010 in the amount of \$1,205.00.

As the tenants did not pay the outstanding rent or dispute the 10 Day Notice, the tenancy legally ended June 14, 2010. However, the tenants did not vacate the rental unit until July 3, 2010. Therefore, I find the landlord suffered a loss of rent for the month of July 2010 due to the tenants' actions.

In accordance with the terms of the tenancy agreement, I find the landlord entitled to receive one-half of the hydro and water bills and I award the landlord the amounts claimed of \$112.38 and \$96.19 respectively.

As the landlord was successful in this application I award the filing fee to the landlord. The landlord is authorized to retain the tenants' security deposit in partial satisfaction of the rent owed to the landlord.

In light of the above, **I provide the landlord with a Monetary Order in the total amount of \$2,063.57** calculated as the amount claimed of \$2,613.57 plus the \$50.00 filing fee less the security deposit of \$600.00. The landlord must serve the Monetary Order upon the tenants and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The landlord has been authorized to retain the tenants' security deposit and has been provided a Monetary Order in the amount of \$2,063.57 to serve upon the tenants.

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 17, 2010.

Dispute Resolution Officer