



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes**      OPR, MNR, MNSD, ET

### **Introduction**

This hearing was convened by way of conference call to deal with the landlord's application for an Order of Possession ending the tenancy early, for an Order of Possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, and for an order permitting the landlord to retain all or part of a pet damage deposit or security deposit in full or partial satisfaction of the claim.

The landlord attended the conference call hearing and gave affirmed testimony. Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on January 21, 2011, the tenant did not attend the conference call hearing.

At the outset of the hearing, the landlord advised that the tenant vacated the rental unit on January 21, 2011, and therefore, the applications for an Order of Possession are withdrawn, and I dismiss those portions of the landlord's application accordingly.

All information and testimony provided has been reviewed and is considered in this Decision.

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

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to retain the security deposit in full or partial satisfaction of the claim?

### **Background and Evidence**

The landlord testified that this month-to-month tenancy began on April 1, 2010. Rent in the amount of \$1,000.00 per month was originally payable however the landlord reduced the rent to \$900.00 per month around September, 2010 and again to \$850.00 effective January 1, 2011. The landlord testified that rent is payable in advance on the

1<sup>st</sup> day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500.00.

The landlord testified that the tenant is in arrears \$800.00 for rent due in December, 2010 and \$850.00 for the month of January, 2011. She further stated that the tenant was to pay one third of the hydro bill and owes \$182.00 for that utility, although did not provide a copy of any bills to support that claim. On January 6, 2011 the landlord personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which was provided in advance of the hearing. That notice states that the tenant failed to pay \$800.00 for rent due on December 1, 2010 and that \$100.00 of the \$900.00 monthly rent was paid. The notice is dated January 6, 2011 and has an expected date of vacancy of January 16, 2011. The landlord also issued another 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on the same day, a copy of which was provided in advance of the hearing. That notice states that the tenant failed to pay rent in the amount of \$850.00 that was due on January 1, 2011 and states that a utility bill in the amount of \$182.00 is outstanding. The notice is dated January 6, 2011 and has an expected date of vacancy of January 16, 2011. The tenant vacated the rental unit on January 21, 2011.

The landlord claims \$1,650.00 in unpaid rent, \$182.00 for the utility bill, and \$50.00 for the cost of filing this application.

### **Analysis**

In the absence of any evidence to the contrary, I find that the landlord is entitled to a monetary order in the amount of \$1,650.00 for unpaid rent.

With respect to the utility bill, I cannot rule on that issue without the evidence of what the bill actually amounted to, how much was the responsibility of the tenant, what the tenancy agreement states respecting payment of the utility, or how many months the amount claimed covers. Therefore, the landlord's application for a monetary order for the utility is hereby dismissed.

I find that the landlord is entitled to retain the security deposit of \$500.00 and is also entitled to recovery of the filing fee.

### **Conclusion**

For the reasons set out above, I order that the landlord retain the security deposit in the amount of \$500.00, and pursuant to Section 67 of the *Residential Tenancy Act*, I hereby grant a monetary order in favour of the landlord in the amount of \$1,200.00. This order

may be filed in the Provincial Court of British Columbia, Small Claims division for enforcement 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: February 16, 2011.

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Residential Tenancy Branch