



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for unpaid rent or utilities; and to recover the filing fee associated with this application.

The landlord's agent participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant in person on February 12<sup>th</sup>, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of the lower portion of a half-duplex. Pursuant to a written agreement, the month to month tenancy started on December 1<sup>st</sup>, 2010. The rent \$700.00 and the tenant paid \$160.00 towards a security deposit set at \$350.00.

The landlord' agent testified that the tenant vacated the unit on February 16<sup>th</sup>, 2011 on the strength of an Order of Possession awarded to the landlord under a previous decision.

In his documentary evidence, the landlord's agent provided receipts to support a monetary claim as follows:

-	Unpaid balance of security deposit:	\$ 190.00
-	Unpaid January rent:	\$ 700.00
-	Unpaid February rent:	\$ 700.00
-	Unpaid utilities:	\$ 377.92
-	Total:	\$1867.92

### Analysis

I accept the landlord's agent's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the available evidence, I accept that the tenant did not pay rent and I find that the landlord is entitled to recover his loss. Since the tenancy has ended, to award the landlord's claim of \$190.00 for the balance of the unpaid security deposit would consist of a gratuitous windfall for which he is not entitled. Therefore I will set off the security deposit of \$160.00 paid by the tenant against the landlord's monetary order as follows:

-	Total amount for unpaid rent:	\$1400.00
-	Unpaid utilities:	\$ 377.92
-	Sub-total:	\$1777.92

### Conclusion

I authorize the landlord to retain the tenant's \$160.00 security deposit for a balance owing of \$1617.92. Since the landlord was successful, I award the landlord recovery of

the \$50.00 filing fee and pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$1667.92.

This Order may be registered in the Small Claims Court 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: June 02, 2011.

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Residential Tenancy Branch



