

DECISION

Dispute Codes OPR, MND, MNR, FF

Introduction

This is an application filed by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent and utilities, a request for a monetary order for unpaid rent and utilities and for damage to the unit, site or property and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

At the beginning of the hearing the Landlord stated that the Tenant moved out in June of 2011. Both parties are in dispute over which date the move-out occurred. Neither has provided any evidence to support their claim. Both parties agree that the Tenant moved out in the beginning of June. I am satisfied that the Landlord has possession of the rental unit and no longer requires an order of possession. This portion of the Landlord's application is dismissed.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent, utilities and damage to the unit, site or property?

Background and Evidence

The Landlord states that there is a signed tenancy agreement signed by both parties at the beginning of the tenancy, but has not submitted anything. The Tenant disputes this stating that no such document was signed by her. The Tenant states that the Landlord completed a letter of intent to rent that was forwarded to the ministry to pay her rent directly to the Landlord.

The notice of hearing and evidence package was served by the Landlord in person on June 9, 2011. The Tenant disputes this stating that it was served on June 6, 2011 because the service was done in person in the company of the Police. Neither party has provided any evidence to support this. The Landlord states that the 10 day notice

to end tenancy for unpaid rent was served in person on April 30, 2011. The notice displays that rent of \$2,700.00 was due on April 30, 2011 and that \$1,000.00 remains unpaid. The Landlord has not provided any evidence of the written demand of the unpaid utilities nor has provided any evidence to support the \$1,000.00 utility amount. The Landlord has submitted an invoice dated May 4, 2011 from Fortis BC for \$154.11. The Landlord is also claiming \$1,000.00 for unpaid utilities, but has not provided evidence to support this other than the noted above. The Tenant disputes the utility amounts.

The Landlord claims that the Tenant has not paid rent for March, April and May of 2011. The Landlord states that the monthly rent is \$900.00 per month, payable on the 1st of each month and that a security deposit of \$450.00 was paid at the beginning of the Tenancy. The Tenant disputes this stating that the monthly rent is paid directly to the Landlord from the ministry. The Landlord states that she received a cheque on June 6, 2011 for \$750.00. The Landlord also received a cheque on June 10, 2011 for \$725.00 for April Rent. The Tenant states that this is the first that she was made aware of the two cheques.

The Landlord has submitted evidence of 11 pages regarding fraudulently issued cheques which she states that the Tenant is responsible for. The Landlord has not any evidence to support this.

Analysis

Both parties agreed that the notice of hearing and evidence package from the Landlord was served in person at the beginning of June. Both parties dispute whether it occurred on June 6 or June 15th. Based on this, I am satisfied that the Tenant was properly served with the notice of hearing and evidence package.

As the Landlord has not offered any evidence of damage or costs incurred for a monetary order, I dismiss this portion of the Landlord's claim.

The Landlord has failed to provide sufficient evidence to support her claim of a \$1,000.00 in unpaid utility costs or a written demand of such. This portion of the Landlord's claim is dismissed.

The Landlord's claim of \$2,700.00 in unpaid rent is in dispute from the Tenant. The Tenant did not respond to the 10 day notice by paying the rent or filing an application for dispute. The Tenant has provided no evidence of paid rent. I am satisfied based upon

the direct testimony of both parties that rent was unpaid for March, April and May of 2011. The Landlord's acceptance of rent from the ministry late in June of \$1,475.00 is to be credited to the Tenant. The Landlord still holds a security deposit of \$450.00. The Landlord may retain this amount in partial satisfaction of her claim. The Landlord having been successful in her application is also entitled to the recovery of the \$50.00 filing fee. The Landlord is entitled to a monetary order under section 67 for the balance due of \$825.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$825.00.
The Landlord may retain the security deposit.

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 27, 2011.

Residential Tenancy Branch