

Decision

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the combined security deposit, pet damage deposit and utilities deposit of \$1,725.00 / and recovery of the filing fee.

The landlord participated in the hearing and gave affirmed testimony. Despite being served by registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), neither tenant appeared. The landlord's evidence includes the Canada Post tracking numbers for registered mailings to both tenants.

A previous hearing in a dispute between these parties was held on December 1, 2010, at which time the landlord was again the only party in attendance. In the result, an order of possession was issued in favour of the landlord effective not later than 2 days after service on the tenants. As well, a monetary order was issued in favour of the landlord in the amount of \$4,045.27. This amount comprised unpaid rent and utilities combined from August to the end of November 2010.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on October 15, 2009. Monthly rent of \$1,050.00 was payable in advance on the first day of each month. The tenants were also responsible for paying 55% of the monthly utilities. A security deposit of \$525.00, a pet damage deposit of \$400.00, and a utilities deposit of \$800.00 were all collected near the outset of tenancy.

Subsequent to the hearing held on December 1, 2010, as referenced above, despite the issuance of an order of possession in favour of the landlord, tenancy continued until

April 1, 2011. After the tenants vacated, the landlord found a unit in need of considerable cleaning and repairs. The particular aspects of the landlord's current claim for compensation are as follows:

December 2010: unpaid rent: \$1,050.00 unpaid utilities: \$193.42

January 2011: unpaid rent: \$1,050.00 unpaid utilities: \$268.24

February 2011: unpaid rent: \$1,050.00 unpaid utilities: \$324.53

March 2011: unpaid rent: \$1,050.00 unpaid utilities: \$221.73

April 2011: lost rental income: \$1,050.00 unpaid utilities: \$267.74

Total unpaid rent: \$5,250.00

Total unpaid utilities: \$1,275.66

Grand total: **\$6,525.66**

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established a claim of \$6,625.66. This is comprised of unpaid rent / loss of rental income and utilities in the combined amount of \$6,525.66, as above, in addition to the \$100.00 filing fee. I order that the landlord retain the combined security deposit of \$525.00, the pet damage deposit of \$400.00, and the utilities deposit of \$800.00 [total: \$1,725.00], and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$4,900.66 (\$6,625.66 - \$1,725.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$4,900.66**. Should it be necessary, this order may be served on the tenants, filed 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*.

DATE: July 25, 2011

Residential Tenancy Branch