



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, unpaid utilities and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by personal delivery July 14, 2011. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

The Landlord said at the start of the hearing that the tenancy had ended and the Tenants moved out on July 1, 2011. As a result the application for an Order of Possession is not required.

### Issues(s) to be Decided

1. Are there rent and utility arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on December 1, 2010 as a 6 month fixed term tenancy with an expiry date of July 1, 2011. Rent was \$990.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$495.00 on December 1, 2010.

The Landlord said the tenancy ended on July 1, 2011 when the Tenant moved out. The Landlord said there was no move in or move out condition inspection reports done and the Tenants did not give him a forwarding address.

The Landlord said that the Tenant did not pay \$990.00 of rent for April, 2011 and \$990.00 of rent for June, 2011, when it was due and as a result, on June 28, 2011, he

posted a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 28, 2011, on the Tenants' door of the rental unit. The Landlord said the Tenants have unpaid utilities of \$451.64 which were included on the 10 Day Notice to End Tenancy dated June 28, 2011.

In addition the Landlord requested to recover from the Tenants, the \$50.00 filing fee for this proceeding.

### Analysis

Section 26 (1) says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find that the Tenant has not paid the overdue rent and has not applied for dispute resolution and does not have the right to with hold part or all of the unpaid rent. Consequently, I find pursuant to s. 67 of the Act that the Landlord is entitled to a Monetary Order. The Landlord is entitled to recover unpaid rent for April, 2011 in the amount of \$990.00 and unpaid rent for June, 2011 in the amount of \$990.00. I further find that the Landlord is entitled to recover the utilities in the amount of \$451.64.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$1,980.00
	Unpaid Utilities	\$ 451.64
	Recover filing fee	<u>\$ 50.00</u>
	Subtotal:	\$2,481.64
Less:	Security Deposit	<u>\$ 495.00</u>
	Subtotal:	\$ 495.00
	Balance Owing	\$1,986.64

Conclusion

A Monetary Order in the amount of \$1,986.64 has been issued to the Landlord. A copy of the Orders must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

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Residential Tenancy Branch