

Decision

Dispute Codes: MNR, MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rent owed. The landlord was also claiming reimbursement for utilities owed when the tenancy ended and loss of rent for the month of May 2011.

Both parties appeared and gave testimony.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears owed, loss of rent and compensation for unpaid utilities.

Background and Evidence

The tenancy began in February 2010 and rent was set at \$950.00. A security deposit of \$475.00 was paid. The landlord's application indicated that the tenancy agreement was for a fixed term. However, no tenancy agreement was submitted into evidence.

The landlord testified that the tenant fell into arrears of \$425.00 for the month of February and failed to pay \$925.00 rent for March and \$925.00 rent for April 2011.

The landlord testified that in mid April she discovered the tenant had vacated when the utility company notified the landlord that the hydro was being disconnected and required payment of arrears of \$1,101.97 plus a reconnection fee of \$30.00.

The application had indicated that the landlord was claiming an additional \$925.00 for loss of rent for May 2011, but at the hearing the landlord indicated that she was now only claiming the rent and utilities owed.

The landlord is seeking \$2,275.00 in rent, and \$1,131.97 for the utilities for a total claim of \$3,406.97.

The tenant acknowledged that she had vacated without notice and that she did not pay the rent or the utilities. The tenant stated that she had every intention of paying the utilities, and did not realize that the debt would be transferred to the landlord. The

tenant stated that she moved out because the rental unit had mould in it and she had found healthier accommodation for her children.

.Analysis

With respect to the rent owed, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement. Accordingly I find that the tenant must compensate the landlord for rent owed for February, March and April in the amount of \$2,275.00.

With respect to the \$1,131.97 utility claim, I find that the landlord is entitled to be compensated for this debt.

Given the above, I find that the landlord has established a total monetary claim of \$3,406.97 comprised of rental arrears and utility charges. I order that the landlord retain the security deposit of \$475.00 in partial satisfaction of the claim leaving a balance due of \$2,931.97.

Conclusion

I hereby grant the Landlord an order under section 67 for \$2,931.97. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The remainder of the landlord's application is dismissed without leave.

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: August 16, 2011.

Residential Tenancy Branch