



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on September 17, 2011, the tenant did not participate in the conference call hearing.

At the outset of the hearing, the landlord stated that the tenant moved out of the rental unit on October 1, 2011. Accordingly, I dismissed the portion of the landlord's application regarding an order of possession.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on February 23 ,2010. Rent in the amount of \$1600 was payable in advance on the first day of each month. At the outset of the tenancy, the tenant was given a copy of the strata rules for the building.

The tenant failed to pay rent in the month of September 2011 and he failed to pay \$906.10 in utilities, and on September 6, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent and utilities. The tenant also incurred two \$100 penalties for violating the strata rules: one for spitting in the elevator, and one for improperly disposing of garbage. The landlord has claimed for the unpaid rent, unpaid utilities and the two strata rule violation penalties.

Analysis

Based on the landlord's undisputed evidence, I find that the landlord is entitled to his claim in its entirety. As his application was successful, the landlord is also entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$2756.10. This order may be filed in the Small Claims Court and enforced as an order of that Court.

I note that the landlord continues to hold the security deposit in trust and he must deal with it in accordance with the Act.

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: October 31, 2011.

Residential Tenancy Branch