



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent and utilities, to recover the filing fee for this proceeding and to keep the Tenant's security deposit and pet damage deposit in partial payment of those amounts. At the beginning of the hearing, the Landlord's agent said the tenancy has ended and as a result, he withdrew the Landlord's application for an Order of Possession.

The Landlord's agent said the Tenant was served by registered mail on October 19, 2011 with the Application and Notice of Hearing (the "hearing package"). Section 90 of the Act says a document delivered by mail is deemed to be received by the recipient 5 days later. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

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

Background and Evidence

This month-to-month tenancy started on July 15, 2011. Rent is \$1,475.00 per month payable in advance on the 15th day of each month plus all utilities. The Tenant paid a security deposit and a pet deposit of \$737.00 at the beginning of the tenancy.

The Landlord said the Tenant did not pay rent for the period, September 15 – October 14, 2011, when it was due and had not paid the water (or irrigation) bill since the beginning of the tenancy. As a result, the Landlord's agent said he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on September 16, 2011 by posting it to the rental unit door. The Landlord's agent said he discovered on October 27, 2011 that the Tenant had vacated the rental unit without any notice or a forwarding address. The Landlord's agent also claimed that the Tenant did not pay the overdue rent and utilities.

Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover rent arrears of \$1,475.00 for the period, September 15 – October 14, 2011, and a water bill for 3 months in the amount of \$108.00. As the Landlord has been successful in this matter, she is also entitled pursuant to s. 72(1) of the Act to recover from the Tenant the \$50.00 filing fee she paid for this proceeding.

I Order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit and pet damage deposit of \$737.00 each in partial payment of the monetary award. The Landlord will receive a Monetary Order for the balance owing of \$158.00.

Conclusion

The Landlord's application for an Order of Possession is withdrawn. A Monetary Order in the amount of \$159.00 has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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*.

Dated: November 15, 2011.

Residential Tenancy Branch