

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent and utilities, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenants did not attend.

The Landlord states that the Tenants were each served by Canada Post Registered Mail on September 28, 2011 and again with an amended application on December 2, 2011 as shown in the submitted registered mail receipts in evidence. I find the Tenants have both been properly served as such.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent and utilities?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on June 29, 2011 on a month to month basis as shown in the submitted signed tenancy agreement. The monthly rent was \$950.00 payable on the 1st of each month and a pet damage deposit of \$475.00 and a security deposit of \$475.00 was paid. The Landlord states that notice to vacate the rental unit was received on August 4, 2011 verbally to end the tenancy on August 30, 2011. The Landlord also states that the forwarding address was received on September 11, 2011 by text. The Landlord states that the Tenants over held the rental unit and returned possession of the unit on September 12, 2011. The Landlord states that the pet damage deposit of \$475.00 was returned to the Tenants by cheque which she states is currently uncashed as of the date of this hearing.

The Landlord is seeking recovery of 11 days in the month of September 2011 for the Tenants over holding the rental unit. The Landlord was able to re-rent the unit and have new Tenants move into the unit on September 12, 2011. The Landlord is seeking \$348.33 (consisting of \$31.66 per day X 11 days). The Landlord is also seeking

recovery of utility costs of \$212.72 (BC Hydro \$83.35 and Fortis Gas \$129.37) that the Tenants failed to pay as their portion of the utilities as per addendum condition no. 9.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenants failed to provide proper notice to end the Tenancy and pay the agreed upon utility costs. Based upon the above facts, I find that the Tenants over held the rental by 11 days and failed to pay the utility costs as claimed by the Landlord. I find that the Landlord has established a claim for \$561.05 in unpaid rent and utilities. The Landlord is also entitled to recovery the \$50.00 filing fee. I order that the Landlord retain the \$475.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$136.05. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$136.05.
The Landlord may retain the security deposit.

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: December 13, 2011.

Residential Tenancy Branch