



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, MND, MNSD, O

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid utilities - Section 67;
2. An Order of Possession – Section 55;
3. A Monetary Order for damage to the unit – Section 67; and
4. An Order to retain the security deposit - Section 38.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by personal service in accordance with Section 89 of the Act. The Tenant did not appear at the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the Hearing, the Landlord stated that the Tenants moved out of the unit on March 18, 2012 and that an Order of Possession is no longer required. Accordingly, I dismiss this part of the Landlord’s application.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on August 1, 2011 and ended on March 17, 2012. A security deposit of \$250.00 was taken by the Landlord at the onset of the tenancy. The tenancy agreement provides that the Tenants pay 1/3 the cost of utilities. The Tenants failed to

pay utilities and on February 12, 2012, the Landlord served the Tenants with a one month notice to end tenancy. The Tenants moved out of the unit on March 17, 2012 and did not pay the utilities owing to the Landlord. The Landlord supplied billing information for the Fortis and Hydro bills and claims the amount of \$250.71.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated the claim to costs for utilities and is therefore entitled to the amount of \$250.71. Setting the security deposit plus interest of \$250.00 off the entitlement leaves \$0.71 owing. Given this minimal amount remaining, I decline to make a monetary order.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$250.00 in full satisfaction of the claim

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: March 26, 2012.

Residential Tenancy Branch