



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

¹DECISION

Dispute Codes OPR, MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order and an order of possession.

The hearing was conducted via teleconference and was attended by the landlord only

The landlord testified and provided documentary confirmation she served the tenants with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 17, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed.

Based on the testimony and evidence of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord confirmed the tenants vacated the rental unit on or before January 15, 2012 and provided the landlord with a forwarding address in writing on January 6, 2012. As such, there is no longer a need for an order of possession and I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and utilities; for the cost of paint for repairs to the unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties for a month to month tenancy beginning on May 1, 2011 for the monthly rent of

\$1,500.00 due on the 1st of each month and 40% of the utilities due on the 10th of each month and a security deposit of \$1,000.00 was paid; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on January 5, 2012 with an effective vacancy date of June 15, 2012 due to \$1,500.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenants failed to pay the full rent owed for the month of January 2012 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

The landlord also has testified that the bills for hydro and gas utilities confirm the tenants owe \$92.19 for gas for December 2011; \$45.15 gas for January 2012; and \$187.40 for hydro for November and December 2011 for a total of \$324.74

The landlord has provided a copy of the move out Condition Inspection Report and photographic evidence confirming the need for painting in the rental unit. The landlord has provided receipts for paint in the amount of \$49.92.

Analysis

In the absence of any testimony or evidence from the tenants and based on the documentary evidence and testimony of the landlord I find the landlord has established that she has suffered a loss as a result of the tenant's breach of the tenancy agreement and is therefore entitled to compensation in the amounts claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1924.66** comprised of \$1,500.00 rent owed; \$324.74 utilities; \$49.92 paint costs and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$1,000.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$924.66**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 20, 2012.

Residential Tenancy Branch