



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid utilities, unpaid rent, recovery of the filing fee, and an order to keep all or part of the security deposit.

The Landlord provided affirmed testimony that they personally served each of the Tenants by registered mail with the Application for Dispute Resolution and Notice of Hearing package on March 23, 2012. The Landlord provided copies of the Canada Post tracking numbers and receipt for the registered mail into evidence.

I find that the Tenants were served the Application and Notice of Hearing in accordance with section 89 of the Residential Tenancy Act (the "Act").

The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter(s)

The Landlord testified at the hearing that the Tenants moved out of the rental unit on March 31, 2012 and he has possession of the rental unit. The Landlord requested to withdraw his request for an order of possession, as a result I have granted the Landlord's request.

### Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to a monetary order for unpaid utilities, unpaid rent, recovery of the filing fee, and an order to keep all or part of the security deposit?

### Background and Evidence

The Landlord testified that he had a verbal tenancy agreement with the Tenants, which commenced July 01, 2011. The Landlord stated that the rent is due on the first day of the month and that the rent is \$1,200.00 per month. The Landlord stated that the Tenants paid the Landlord a security deposit of \$600.00 when the tenancy commenced.

The Landlord stated the Tenants rented the entire house from him. The Landlord stated that utilities are not included in the rent and that as part of the tenancy agreement the Tenants agreed to pay the Landlord for hydro, gas, and water/sewer bills. The Landlord stated that the Tenants were frequently late with rent and utilities payments. The Landlord provided into evidence a printout of his ledger which records the payments of rent and utilities by the Tenants since the start of the tenancy, as well as any outstanding amounts.

The Landlord testified that on March 10, 2012 he personally served the Tenants with a 10 Day Notice to End Tenancy for unpaid rent in the amount of \$1,946.00 and unpaid utilities in the amount of \$1,168.00 as stated on the Notice. The Landlord provided a copy of the Notice into evidence. This Notice informed the Tenants that the Notice would be cancelled if the outstanding amounts were paid within five days. The Notice provided into evidence by the Landlord indicates that the Landlord wanted the Tenants to vacate on March 21, 2012. This Notice also explains the Tenants had five days to dispute the Notice. The Landlord testified that the Tenants did not pay the outstanding amounts, did not vacate the rental unit as required, and did not dispute the Notice. The Landlord stated that he applied for Dispute Resolution on March 23, 2012 and served this on the Tenants by registered mail at the rental unit address where they were still residing.

The Landlord stated that the Tenants moved out of the rental unit on March 31, 2012, but have not paid the outstanding amounts as indicated on the Notice. The Landlord stated that the outstanding rent as stated on the Notice is \$1,946.00, which consists of \$746.00 the balance of unpaid rent for February 2012 and \$1,200.00 rent for March 2012. The Landlord stated that the outstanding utilities payments as stated on the Notice are \$1,168.00, which consists of \$248.00 for outstanding hydro bill up to March 01, 2012, \$200.00 for outstanding gas bill up to March 01, 2012, and \$720.00 for 8 months of the outstanding water/sewer bill, up to March 01, 2012. The Landlord stated that he provided copies of each of the bills to the Tenants, however, they have still not paid him the outstanding utilities bills or the outstanding rent.

The Landlord requests an order for the outstanding rent \$1,946.00 and the outstanding utilities bills of \$1,168.00. The Landlord is requesting to keep the security deposit of \$600.00 to offset the amounts owed by the Tenants.

The Landlord has also applied for reimbursement of the \$50.00 filing fee for this proceeding.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 26 of the Act requires tenants to pay rent when it is due under the tenancy agreement. In this case, based on the Landlord's testimony, the tenancy agreement is

that rent is due on the first of each month. I accept the Landlord's testimony that he personally served the Tenants with a 10 Day Notice to End Tenancy on March 10, 2012 listing the outstanding rent and outstanding utilities. The Landlord has provided a proof of service document signed by one of the Tenants, TR, into evidence which states that he was personally served with the Notice on March 10, 2012. The Landlord stated that he served each of the Tenants with the Application for Dispute Resolution, evidence, and Notice of Hearing on March 23, 2012 by registered mail. The Tenants did not file an application for dispute resolution. Based on the Landlord's evidence and testimony provided, I find that the Tenants failed to pay the outstanding rent of \$1,946.00 and utilities of \$1,168.00 which are identified in the Notice and Application made by the Landlord which have been duly served on the Tenants.

I find that the Landlord has established a monetary claim of \$3,114.00, comprised of outstanding rent and utilities as follows: the balance of rent for February 2012 (\$746.00); rent for March 2012 (\$1,200.00); hydro bill up to March 01, 2012 (\$248.00), gas bill up to March 01, 2012 (\$200.00), and water/sewer bill 8 months up to March 01, 2012 (\$720.00).

As the Landlord has succeeded in their Application, I find that the Landlord is entitled to recover the \$50.00 fee for this proceeding. I have added this amount to the monetary order against the Tenants bringing the total amount owing to \$3,164.00.

I order that the Landlord retain the \$600.00 security deposit in partial satisfaction of the claim, and I grant the Landlord an order under section 67 for the balance due of **\$2,564.00.**

### Conclusion

I find that the Landlord may keep the security deposit in partial satisfaction of the claim and is granted a monetary order for the balance due in the amount of **\$2,564.00.** This order must be served on the Tenants and may be filed in the Provincial Court (Small Claims).

The order accompanies the Landlord's copy of this decision.

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: April 17, 2012.

---

Residential Tenancy Branch