



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for rental arrears based on a Ten Day Notice to End Tenancy for Unpaid Rent dated March 8, 2012. The landlord was also seeking reimbursement for utilities.

At the outset of the hearing, the landlord advised that the tenant vacated between April 2 and April 4, 2012. Therefore the request for an Order of Possession is now moot.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on March 23, 2012, the tenant did not appear.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears owed.

Background and Evidence

The landlord testified that the tenancy began on February 1, 2012 with rent of \$1,200.00 and security deposit of \$600.00. The landlord testified that the tenant fell into arrears in March 2012 for \$1,200.00 and was issued a Notice to End Tenancy.

The landlord stated that the tenancy agreement also required the tenant to pay the landlord 1/3 of the cost of utilities and the tenant owes \$112.00 for utility charges in addition to the rental arrears.

The landlord submitted a copy of the Ten Day Notice to End Tenancy for Unpaid Rent, proof of service and a copy of a written statement into evidence. No copy of the tenancy agreement nor utility bills were submitted into evidence.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. I find that the tenant has not paid the outstanding rent, nor did the tenant apply to dispute the Notice.

Given the above, I find that the landlord is entitled to a monetary award of \$1,250.00 comprised of rental arrears of \$1,200.00 and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of \$600.00 in partial satisfaction of the claim leaving a balance due of \$650.00.

With respect to the claim for utilities, I find that the landlord did not submit any invoices into evidence nor did he provide a copy of the agreement that verified the term requiring the tenant to pay 1/3 of the utilities.

Utility payment arrangements are not specifically regulated under the Act, and the amounts to be paid by the tenant would be a matter negotiated between the parties as part of the agreement between them.

In this instance, without any copy of the tenancy agreement in evidence to show the specific terms regarding payment of utilities, I find that the term for utility payment is not sufficiently clear and therefore the portion of the landlord's monetary claim relating to utilities must be dismissed. .

Conclusion

I hereby grant the Landlord an order under section 67 for \$650.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) 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: April 11, 2012.

Residential Tenancy Branch