



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for a Monetary Order for unpaid rent and utilities and for an Order permitting the landlord to keep all or part of the tenant's security deposit.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, and was hand delivered to the tenant by the landlord on June 14, 2012.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent and utilities?
- Is the landlord entitled to keep the tenants security deposit?

Background and Evidence

The landlord testifies that this tenancy started on June 01, 2010. This was a fixed term tenancy for one year and has since reverted to a month to month tenancy. The tenancy ended on or about May 18, 2012. Rent for this unit was \$850.00 plus one third of the

utilities. Rent was due on the first day of each month. The tenant paid a security deposit of \$425.00 on May 15, 2010.

The landlord testifies that the tenant failed to pay rent for October, 2010 to the sum of \$850.00. The landlord testifies that as the tenant was on government assistance at that time the landlord tried to help the tenant by giving her more time to pay the outstanding rent. The landlord states that to date no rent has been paid for that period. The landlord testifies that the tenant paid the sum of \$450.00 in rent for May, 2012 and has an outstanding balance of \$400.00. The landlord testifies that he again tried to work with the tenant to give her time to pay the rent but states the tenant told the landlord she needed the money to pay the deposit on her new unit. The landlord testifies that the tenant failed to give one clear months written notice to end the tenancy but did inform the landlord orally that the tenant would be moving from the rental unit.

The landlord testifies that the tenant has failed to pay the outstanding utilities. The landlord states the utility bills are in another tenants name and the landlord has not been able to produce all the gas bills from that tenant. The landlord has however produced gas bills over a period for December, 2011, January, February, April, and May, 2012 to a total sum of \$2,781.91 of which the tenant's one third share would be \$927.30. The landlord has also produced hydro bills for the months of July, September, November, 2011 and January and March, 2012 to a total sum of \$1,117.70 of which the tenants share was \$372.56. The landlord has provided a utility log which shows the tenant has made payments totalling \$830.00 towards these outstanding bills. The tenant now owes the sum of \$469.86 and the landlord states he is willing to reduce his claim to recover this sum as he has been unable to produce the reminder of the utility bills.

Analysis

I have carefully considered all the evidence before me, including the sworn, undisputed testimony of the landlord;

Section 26 of the Act states: *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

Consequently I am satisfied that the tenant owes rent for October, 2010 to the sum of **\$850.00** and rent for May 2012 of **\$400.00**. I am also satisfied with the landlord's documentary evidence that the tenant owes unpaid utilities of **\$469.86**. The landlord is therefore entitled to recover these sums from the tenant pursuant to s. 67 of the *Act*.

The landlord is therefore entitled to keep the tenants security deposit of **\$425.00** in partial satisfaction of this claim pursuant to s. 38(4)(b) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid rent for October, 2010	\$850.00
Unpaid rent for May, 2012	\$400.0
Unpaid utilities	\$469.86
Subtotal	\$1719.86
Less security deposit	(-\$425.00)
Total amount due to the landlord	\$1,294.86

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,294.86**. The order must be served on the respondent and is enforceable through the Provincial Court 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: August 16, 2012.

Residential Tenancy Branch