



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. One landlord and one tenant participated in the teleconference hearing.

At the outset of the hearing, the parties confirmed that the tenants vacated the rental unit on October 1, 2012. I therefore dismissed the portion of the landlord's application regarding an order of possession.

The landlord submitted late evidence that was not served on the tenants. I therefore did not admit or consider that evidence in reaching my decision. I considered the admissible documentary evidence as well as the testimony of the landlord and the tenant; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on April 15, 2012. Rent in the amount of \$900 was payable in advance on the fifteenth day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$450. The tenants did not pay rent on September 15, 2012, and they vacated the rental unit on October 1, 2012.

Landlord's Claim

The tenants owe \$450 in unpaid rent for September 15, 2012 to October 1, 2012. The tenants did not pay hydro. The landlord submitted a hydro bill dated August 15, 2012, which indicates \$669.05 owing for hydro at the rental unit address. Further, the landlord has been unable to locate two space heaters, valued at \$70 each.

Tenants' Response

The male landlord wrote a note indicating that the tenants were not responsible for rent for September 15 through October 1, 2012. The landlord was supposed to make arrangements so that the hydro could be put in the tenants' name, but they never did. The tenants do not know anything about the landlord's heaters.

Analysis

I find that the landlord is entitled to the amounts claimed for unpaid rent and for unpaid hydro. The tenants claimed that the male landlord wrote a note indicating that the tenants were not responsible for rent for the latter half of September; however, the tenants did not submit a copy of that document. The tenants did not dispute that the hydro bill indicates an amount owing for hydro consumed at the rental unit address, and I find that the tenants are responsible for the amount indicated on the bill. If the landlord was not complying with their obligations regarding the hydro or other issues with the rental unit, it was open to the tenants to apply for dispute resolution during the tenancy.

I find that the landlord did not provide sufficient evidence to support their claim for the cost of the two space heaters, and I accordingly dismiss that portion of the landlord's application.

As the landlord's application was mostly successful, I find they are entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$1169.05. I order that the landlord retain the security deposit of \$450 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$719.05. This order may be filed in the Small Claims Court 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: October 15, 2012.

Residential Tenancy Branch