



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company attended the conference call hearing, gave affirmed testimony and provided evidentiary material prior to the commencement of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on August 31, 2012, the tenant did not attend. The landlord's agent testified to having served the documents on that date and in that fashion and provided a copy of the Canada Post receipt bearing that date along with the Registered Domestic Customer Receipt addressed to the tenant, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

The line remained open and the phone system was monitored for 10 minutes and the only participant who joined the conference call hearing was the landlord's agent. All evidence and testimony provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?
- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Is the landlord entitled to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

### Background and Evidence

The landlord's agent testified that this fixed term tenancy began on June 1, 2012 and was to expire on May 31, 2013, but ended about July 14, 2012. Rent in the amount of \$827.00 per month plus \$75.00 per month for utilities was payable in advance on the 1<sup>st</sup> day of each month. On May 11, 2012 the landlord collected a security deposit from the tenant in the amount of \$413.50 which is still held in trust by the landlord. A copy of the tenancy agreement signed by the parties on May 11, 2012 was provided for this hearing.

The landlord's agent further testified that the tenant failed to pay rent for the month of July, 2012 and the tenant was served with a notice to end tenancy which contained an effective date of vacancy of July 6, 2012 for unpaid rent. The landlord's agent is not certain when the tenant actually vacated the rental unit but believes it was on or about July 14, 2012.

The rental unit was re-rented for August 1, 2012, and the landlord claims the unpaid amount of rent for the month of July, 2012 from the tenant in the amount of \$827.00 and \$75.00 for utilities. The landlord also claims a late fee in the amount of \$25.00, which is contained in the agreement made by the parties.

The landlord's agent received the tenant's forwarding address in writing on August 24, 2012 in a string of emails exchanged between the parties and the landlord has provided a copy.

### Analysis

In the circumstances, I find that the landlord has established a claim as against the tenant for one month of rent, one month of utilities, and a late fee. The tenant has not paid the rent, the landlord has mitigated any loss by re-renting the rental unit the month following the departure of the tenant, and the parties entered into a written agreement for the payment of utilities and a late fee.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee for the cost of the application.

I hereby order the landlord to retain the security deposit of \$413.50 and I grant the landlord a monetary order for the balance of \$563.50.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$563.50.

This order is final and binding on the parties and may be enforced.

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: November 16, 2012.

---

Residential Tenancy Branch