



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing documents by Canada Post Registered Mail on October 29, 2012 and has submitted the Customer Receipt as confirmation. The Landlord states that the Tenant's new address was obtained by following the Tenant's movers to her new rental location as the Tenant failed to provide the forwarding address in writing. Based upon the above undisputed evidence, I am satisfied that the Tenant was properly served with the notice of hearing and evidence.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs (preparation time) are dismissed.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on July 1, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The Landlord states that the Tenant vacated/moved from the rental unit on October 20, 2012. The monthly rent was \$950.00 payable on the 1st of each month and a security deposit of \$500.00 was paid.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent and utilities on October 1, 2012 by posting it to the rental unit door. The Landlord has submitted a copy of a proof of service document where the posting of the notice was witnessed by another Tenant. The notice states that \$1,900.00 in unpaid rent (\$950.00 for September and \$950.00 for October) was due and still remains unpaid by the Tenant. The notice also states that the Tenant failed to pay \$60.00 in utilities following a written demand on October 1, 2012.

The Landlord seeks a monetary claim of \$2,040.00. This consists of \$1,900.00 in unpaid rent, \$60.00 for unpaid utilities, \$75.00 for the replacement of a FOB and \$5.00 for a new key.

Analysis

I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the 10 day notice to end tenancy for unpaid rent and utilities. The Tenant failed to pay the outstanding rent due and vacated/moved out of the rental unit on October 20, 2012. The Landlord has established a monetary claim for \$1,900.00 in unpaid rent.

The Landlord has failed to establish a claim for the \$60.00 in utilities. The Landlord has admitted in her direct testimony that no written demand for payment of utilities was made on or before the October 1, 2012 date indicated on the notice. Further, I note that there is no mention of utilities on the signed tenancy agreement. This portion of the Landlord's claim is dismissed.

On the remaining claim of \$80.00, consisting of \$75.00 for the replacement of a FOB and \$5.00 for a key that were never returned by the Tenant. I find based upon the undisputed testimony of the Landlord and that the reasonable costs claimed are granted. The Landlord has established a claim for the \$80.00.

The Landlord has established a total monetary claim of \$1,980.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$500.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order for the remainder due of \$1,480.00.

I also note under Section 19 of the Residential Tenancy Act which states,

Limits on amount of deposits

- 19 (1) A landlord must not require or accept either a security deposit or a pet damage deposit that is greater than the equivalent of 1/2 of one month's rent payable under the tenancy agreement.

The Landlord accepted a security deposit beyond that of the allowed $\frac{1}{2}$ equivalent of one months rent (\$475.00). In this case, no further action is required as the Tenancy has ended.

Conclusion

The Landlord is granted a monetary order for \$1,480.00.
The Landlord may retain the security deposit.

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: January 28, 2013

Residential Tenancy Branch

