



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HomeLife Benchmark Realty WG Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent and utilities, 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 personally served with the notice of hearing package in person on November 30, 2012 and has submitted a proof of service document that shows that the Tenant signed by the package. The Landlord has sent their evidence package by Canada Post Registered Mail on February 6, 2013 and has provided in her direct testimony the Customer Receipt Tracking Number as confirmation. I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the notice of hearing package.

The Landlord clarified at the beginning of the hearing that the Tenant vacated the rental unit at the end of November 2012 and no longer requires an order of possession. As such, no further action is required for this portion of the application.

The Landlord also clarified that she wished to amend the monetary claim from \$1,857.46 to \$6,949.25, but has failed to make an amended application or serve the Tenant with such. After consideration, the Landlord withdrew her application to amend the monetary claim. No further action is required.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background, Evidence and Analysis

The Landlord seeks a monetary claim of \$1,857.46. This consists of \$1,650.00 in unpaid rent for November 2012 and \$207.46 in combined utilities. The Landlord has provided copies of the utility invoices in support. The Landlord seeks to retain the \$825.00 security deposit.

I accept the undisputed testimony of the Landlord and find that a monetary claim of \$1,857.46 has been established. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$825.00 security deposit in partial satisfaction of this claim and I grant a monetary order under section 67 of the Act for the balance due of \$1,082.46. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,082.46.
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: March 01, 2013

Residential Tenancy Branch

