



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, FF

Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / and recovery of the filing fee. The landlord attended and gave affirmed testimony.

The landlord testified that an attempt was made to serve the application for dispute resolution and notice of hearing (the "hearing package") in-person on the tenant on June 7, 2013, at a location near the locked gateway entrance to her workplace. After the tenant declined to directly accept the hearing package, she passed through the locked gateway. The landlord testified that the hearing package was then left at the gateway, and the tenant was orally informed at that time that the hearing package was being left there for her. Despite this, the tenant did not appear.

Pursuant to section 71 of the Act which addresses **Director's orders: delivery and service of documents**, I find that the hearing package "has been sufficiently served for the purposes of this Act."

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The unit which is the subject of this dispute is a room located on the 2nd storey of a house. The landlord, who is not the owner, also resides in the house.

There is no written tenancy agreement for this month-to-month tenancy which began on February 1, 2013. Monthly rent of \$650.00 was due and payable in advance on the first day of each month, and a security deposit of \$325.00 was collected. By way of verbal agreement, the tenant was also responsible for paying utilities in the total amount of

\$75.00 per month. The landlord testified that utilities included hydro, gas and internet. A move-in condition inspection report was not completed.

The tenant gave no formal notice to end tenancy, and she effectively abandoned the unit within the first few days of March 2013, without providing a forwarding address. A move-out condition inspection report was not completed.

The unit has not subsequently been re-rented, and the landlord testified that he presently has no intention of finding a new renter.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, the various aspects of the application and my findings around each are set out below.

\$650.00: *unpaid rent March 2013.*

Section 12 of the Act speaks to **Tenancy agreements include the standard terms**, and provides in part as follows:

12 The standard terms are terms of every tenancy agreement

(b) whether or not the tenancy agreement is in writing.

I find that the parties entered into a tenancy agreement effective February 1, 2013, and that the tenant abandoned the unit in early March without providing notice and without paying any rent or utilities for the month of March 2013. In the result, I find that the landlord has established entitlement to the full amount claimed.

\$75.00: *utilities for March 2013.*

For reasons virtually identical to those set out immediately above, I find that the landlord has established entitlement to the full amount claimed.

\$650.00: *unpaid rent for April 2013.*

Section 45 of the Act addresses **Tenant's notice**, and section 7 of the Act speaks to **Liability for not complying with this Act or a tenancy agreement**. In summary, while I find that the tenant failed to provide proper notice to end the month-to-month tenancy, I also find that the landlord has undertaken no effort to mitigate the loss of rental income by seeking to find new renters. Accordingly, this aspect of the application is hereby dismissed.

\$75.00: *utilities for April 2013.*

For reasons virtually identical to those set out immediately above, this aspect of the application is hereby dismissed.

\$100.00: *cost of repairs to banister.*

The attention of the parties is drawn to the following related sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

In summary, in the absence of the comparative results of move-in and move-out condition inspection reports, or a receipt in support of the cost claimed, this aspect of the application is hereby dismissed.

\$173.60: *removal of discarded items.*

The landlord testified that the cost claimed represents a quote, and that no actual commercial cost was incurred to remove any of the tenant's discarded items. In the absence of sufficient evidence to otherwise support costs claimed for removal of the tenant's discarded items, this aspect of the application is hereby dismissed.

\$50.00: *filing fee*

As the landlord has achieved some measure of success with his application, I find that he has established entitlement to recovery of the full filing fee.

Sub-total: \$775.00 (\$650.00 + \$75.00 + \$50.00).

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part as follows:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Following from all of the above, I order that the landlord retain the security deposit of **\$325.00**, and I grant the landlord a **monetary order** for the balance owed of **\$450.00** (\$775.00 - \$325.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$450.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

Finally, the attention of the parties is drawn to the following sections of the Act:

Section 71: **Director's orders: delivery and service of documents**

Section 88: **How to give or serve documents generally**

Section 89: **Special rules for certain documents**

Section 90: **When documents are considered to have been received**

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: September 10, 2013

Residential Tenancy Branch

