



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF, O

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent and/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.

Both parties attended the hearing by conference call and gave testimony. The Tenant has not submitted any documentary evidence, but has confirmed receipt of the notice of hearing package. As such, I am satisfied that both parties have been properly served with the notice of hearing package.

The Landlord states that the submitted late evidence was not served upon the Tenant, but the Tenant vacated the rental unit on September 12, 2013 without providing a forwarding address. The Tenant has confirmed this in her direct testimony. As the Landlord has failed to provide a copy of the documentary evidence to the Tenant, the Landlord's documents are not admissible for the purposes of this hearing. Both parties were given opportunity to provide their evidence in their direct testimony.

The Landlord clarified that as the Tenant has vacated the rental unit as of September 12, 2013, the request for an order of possession is withdrawn. As such, no further action is required for possession. The Landlord has also stated as the Tenant vacated on September 12, 2013 and he was able to re-rent the unit on October 1, 2013, the Landlord is amending his monetary claim and withdrawing the request for October rent. No further action is required for this portion of the monetary claim. During the hearing the Landlord also amended part of his monetary claim from \$165.00 for internet to \$100.65 as he states that this was a typographical error. The Tenant stated that she understood and had no objections to the amendments.

During the hearing both parties confirmed that the named Tenant, J.W. was not a Tenant, but just a named occupant. As such, the named co-tenant, J.W. shall be removed from the application.

At the end of the hearing the Tenant provided her mailing address for a postal box and as such the Tenant's address for this file shall be amended to reflect the new address.

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

The Landlord states that the Tenant was served with a 10 day notice to end tenancy issued for unpaid rent and utilities dated September 6, 2013 by Canada Post Registered Mail. The Tenant confirmed in her direct testimony that she received the 10 day notice dated September 6, 2013. The notice states that rent of \$1,050.00 was due on September 1, 2013 which was not paid. The notice also states that \$100.65 for internet was unpaid after written notice was given on September 11, 2013. The Landlord confirmed that the written notice was given on September 6, 2013, but that also previous emails and verbal warnings for the unpaid internet were given. The Tenant disputes that the internet was part of the signed tenancy agreement. The Landlord disputes this stating that it was separate. Both parties confirmed that a copy of the signed tenancy agreement was not submitted by either party, but confirmed that there was no separate heading for internet selected on the listed options. The Tenant asserts that the internet was part of utilities. The Landlord disputes this stating that there was no inclusion of the internet in the monthly rent. The Landlord has included copies of the Shaw internet bills for \$100.65 and states that the Tenant's portion is \$33.55 per month. The Tenant confirmed in her direct testimony that no rent was paid for September 2013. Both parties confirmed in their direct testimony that the Landlord currently holds a \$525.00 security deposit paid by the Tenant.

Analysis

I accept the undisputed testimony of both parties and find that the Tenant was properly served with a 10 day notice to end tenancy for unpaid rent and utilities dated September 6, 2013 by Canada Post Registered Mail. The Tenant confirmed in her direct testimony that rent of \$1,050.00 was not paid and that she vacated the rental unit on September

12, 2013. The Landlord has established a claim for unpaid rent for September 2013 of \$1,050.00.

Although neither party submitted a copy of the signed tenancy agreement, internet is not normally included as an utilities. The Tenant's claim that the internet was included with her rent has not been satisfied. I find on a balance of probabilities that the Landlord has established a claim for \$100.65 for internet costs.

The Landlord has established a total monetary claim of \$1,150.65. The Landlord is also entitled to recovery of the filing fee. I order that the Landlord retain the \$525.00 security deposit currently held by the Landlord in partial satisfaction of the claim and I grant a monetary order for the balance due of \$675.65.

Conclusion

The Landlord is granted a monetary order for \$675.65.
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: October 18, 2013

Residential Tenancy Branch

