



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR; MNR; MNDC; MNSD; FF

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that the Notice of Hearing documents and copies of his documentary evidence were mailed to the Tenant, via registered mail, to the rental unit on September 12, 2013, and that the Tenant sent the Landlord an e-mail acknowledging receipt of the documents. The Landlord provided the tracking numbers for the registered documents.

I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

### **Preliminary Matters**

The Landlord testified that the Tenant moved out of the rental unit on September 28, 2013. Therefore, he no longer requires an Order of Possession and that portion of his application is dismissed.

### **Issues to be Decided**

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

## **Background and Evidence**

The Landlord gave the following testimony:

A copy of the Tenancy agreement was provided in evidence. Monthly rent was \$900.00, due on the first day of each month. The Tenant also agreed to pay \$165.00 per month on the first day of each month towards utilities, for a total of \$1,065.00. The Tenant paid a security deposit in the amount of \$450.00 at the beginning of the tenancy.

The Tenant was behind in rent and the Landlord has issued three Notices to End Tenancy, copies of which were provided in evidence. The Landlord testified that he agreed that the Tenant could cut the lawn twice a month in lieu of paying some of the rent (\$30.00 deduction each time she cut the lawn).

The Landlord stated that on September 6, 2013, he served the Tenant with a Notice to End Tenancy. The Landlord provided a proof of service documents which is signed by the Tenant. The Tenant did not dispute the Notice.

The Landlord testified that another occupant had moved into the rental unit and therefore he seeks \$195.00 for the unpaid utilities for the months of June and September, 2013. He stated that the Tenant used some of his lumber that he had stored at the rental unit. He seeks an award in the amount of \$30.00 for the lumber that she used without his permission.

The Landlord seeks a Monetary Order, calculated as follows:

Unpaid rent for July, 2013	\$56.00
Unpaid utilities	\$390.00
Unpaid rent for August, 2013	\$71.00
Unpaid rent for September, 2013	\$900.00
Loss of revenue for October, 2013	\$900.00
Compensation for stolen lumber	<u>\$30.00</u>
TOTAL AMOUNT CLAIMED	\$2,397.00

The Landlord provided the Tenant's new address for the purposes of sending her a copy of this Decision.

## **Analysis**

I accept the Landlord's undisputed testimony in its entirety. I find that the Notice to End Tenancy was effective on September 16, 2013, and that the Tenant was overholding.

I find that the Landlord did not provide sufficient evidence that the Tenant agreed to an increase in the amount of utilities, and therefore I award the sum of **\$330.00** for unpaid utilities.

I find that the Landlord is entitled to unpaid rent for July and August as claimed, and loss of revenue for the month of September, in the total amount of **\$1,927.00**.

I dismiss the Landlord's claim in the amount of \$30.00 for the lumber. I find that there was insufficient evidence that the Tenant took the lumber, or of the value of the lumber.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Unpaid rent and loss of revenue	\$1,927.00
Unpaid utilities	\$330.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,307.00
Less security deposit	<u>- \$450.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,857.00</b>

### **Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,857.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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 04, 2013

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Residential Tenancy Branch

