Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent and utilities, to retain all or part of the security deposit, and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on July 15, 2013 at 8 p.m. she personally served the female tenant copies of the Application for Dispute Resolution and Notice of Hearing. The female tenant works at a Superstore and was served at her place of work. The landlord had her daughter and a friend present as witnesses to service.

These documents are deemed to have been personally served in accordance with section 89 and 90 of the Act; however the female tenant did not appear at the hearing.

The male tenant was not served with Notice of the hearing; therefore the claim against the male tenant cannot proceed.

Preliminary Matters

The tenants vacated the unit on June 30, 2013; an Order of possession is not required.

The application indicated a monetary claim for unpaid rent in the sum of $331.71; the details of the dispute indicated a claim in the sum of $1,150.00 for unpaid rent. The landord had claimed rent plus utilities, but did not total the sums.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent and utilities?

May the landlord retain the security deposit paid by the tenants?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on April 1, 2013; rent was $1,150.00 due on the first day of each month. A security deposit in the sum of $575.00 was paid. A copy of the signed tenancy agreement was supplied as evidence.

Page 2 of the tenancy agreement indicated that utilities were included with the rent. I explained that a claim could not succeed when the tenancy agreement indicated these services with the rent.

On June 20, 2013 the landlord issued a 10 day Notice to end tenancy for unpaid rent; the tenants vacated on June 30, 2013, but did not pay June 2013 rent owed.

The landlord claimed compensation for unpaid June 2013 rent in the sum of $1,150.00.

Analysis

In the absence of evidence to the contrary, I find, pursuant to section 67 of the Act, that the tenant has not paid June 2013 rent in the amount of $1,150.00, and that the landlord is entitled to compensation in that amount.

I find that the landlord's application has merit and that the landlord is entitled to recover the $50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of $575.00, in partial satisfaction of the monetary claim.

I find that the landlord has established a monetary claim, in the amount of $1,200.00, which is comprised of $1,150.00 June, 2013 rent and $50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order for the balance of $625.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The claim for utility costs is dismissed.

Conclusion

The landlord is entitled to compensation for unpaid rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

The claim for utility costs is dismissed.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 11, 2013

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Residential Tenancy Branch