



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, OPC, MNR, MNDC, FF

Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, a monetary Order for unpaid rent and utilities, a monetary Order for money owed or compensation for damage or loss, and to recover the fee for filing an Application for Dispute Resolution.

The Landlord stated that he personally served the Tenant with the Application for Dispute Resolution and Notice of Hearing on October 10, 2013. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

At the outset of the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit was vacated on November 07, 2013.

During the hearing the Landlord applied to increase the amount of his claim to include a claim for unpaid rent for the seven days in November that the Tenant remained in the rental unit and for utilities that have not yet been paid and a claim for unpaid utilities. As it would be reasonable for the Tenant to assume that the Landlord would want to collect all of the rent and unpaid utilities that is currently due, I allow this amendment.

The Landlord stated that he submitted no invoices to support his claim for unpaid utilities, although he was willing to submit those after the hearing had concluded. He was advised that no further evidence could be submitted.

Issue(s) to be Decided:

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

Background and Evidence:

The Landlord stated that this tenancy began on February 02, 2013; that the Tenant agreed to pay monthly rent of \$1,600.00 by the first day of each month; that the Tenant agreed to pay 60% of the utility bills; that the Tenant still owes \$500.00 in rent for May of 2013; and that the Tenant paid no rent for September, October, or November of 2013.

The Landlord stated that he personally served the Tenant with a Ten Day Notice to End Tenancy on September 06, 2013. He was unable to state the effective date of the Notice and he did not submit a copy of that Notice as evidence for these proceedings.

The Landlord stated that the Tenant agreed to pay 60% of the utilities for this residential complex. He stated that the Tenant currently owes \$1,100.00 in unpaid utilities.

Analysis

Based on the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that requires the Tenant to pay monthly rent of \$1,600.00 by the first day of each month and that the Tenant owes the Landlord \$3,700.00 for the period ending October 31, 2013. As he is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$3,700.00 in outstanding rent to the Landlord.

On the basis of the information submitted in evidence, I am unable to determine when this tenancy ended on the basis of the Ten Day Notice to End tenancy that was served on September 06, 2013, although I find it reasonable to conclude that the Notice ended the tenancy prior to November 01, 2013.

As the Tenant did not vacate the rental unit until November 07, 2013, I find that he is obligated to pay rent, on a per diem basis, for the seven days in November that he remained in possession of the rental unit. The daily rate for this tenancy agreement is \$53.33, so I find that the Tenant owes \$373.31 in rent for November.

On the basis of the undisputed evidence, I find that the Tenant agreed to pay 60% of the utilities for this residential complex. I find that the Landlord has submitted insufficient evidence to show that the Tenant currently owes \$1,100.00 in unpaid utilities. In reaching this conclusion I was heavily influenced by the absence of invoices or other documentary evidence that supports this claim. I find that the Landlord is obligated to produce invoices of utilities charges to support this claim where such evidence is, or should be, available. I therefore dismiss the claim for unpaid utilities.

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

Conclusion

The Landlord has established a monetary claim, in the amount of \$4,173.31, which is comprised of \$4,123.31 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution and I grant the Landlord a monetary Order for this amount. 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.

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 20, 2013

Residential Tenancy Branch