



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent and utilities- Section 67;
2. An Order to retain the security deposit - Section 38; and
3. A Monetary Order for compensation – Section 67.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on April 4, 2013 and ended on December 7, 2013. The tenancy agreement provides that rent of \$600.00 and utilities of \$100.00 were payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$300.00 as a security deposit. The Tenant failed to pay rent and utilities for November 2013 and December 2013. The Tenant provided its forwarding address to the Landlord

on the move-out date. The Landlord claims \$700.00 for unpaid rent and utilities for November 2013 and \$158.00 for prorated rent from December 1 to December 7, 2013.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated its claim for **\$858.00** in unpaid rent and utilities. Deducting the security deposit of \$300.00 plus zero interest leaves **\$558.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$300.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$558.00**. If necessary, this order may be filed in the 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: February 21, 2014

Residential Tenancy Branch

