



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kendall Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF,

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent and utilities; for a Monetary Order for unpaid rent and utilities; for an Order permitting the landlord to keep all or part of the tenants' security deposit; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*; served by registered mail on November 27, 2013. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

At the outset of the hearing the landlord advised that the tenants are no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent and utilities?
- Is the landlord permitted to keep the security deposit?

Background and Evidence

The landlord testifies that this tenancy started on November 15, 2012 for a fixed term tenancy which was due to end on November 30, 2013. Rent for this unit was \$1,325.00 per month and was due on the first day of each month in advance. The tenants paid a security deposit of \$662.50 on October 19, 2012.

The landlord testifies that the tenants failed to pay all the rent owed for October, 2013, leaving an unpaid balance of \$601.56. The tenants failed to pay any rent for November, 2013. The landlord served the tenants with a 10 Day Notice to End Tenancy on November 04, 2013. This was posted to the tenant's door and deemed served on November 07, 2013. The notice informed the tenants that they had five days to either pay the outstanding rent or file an application to dispute the notice or the tenancy would end on November 18, 2013.

The landlord testifies that the tenants did not make any further rent payments and abandoned the rental unit sometime around the first week of December, 2013. The landlord testifies that they were able to re-rent the unit on December 15, 2013 and therefore also seek to recover half a month's rent from the tenants for December of \$662.50.

The landlord testifies that the tenants failed to pay a City utility bill. The landlord was notified by the City that the amount of \$428.54 was unpaid and the utilities would be disconnected. The landlord had to pay this bill to avoid disconnection and seeks to recover this amount from the tenants.

The landlord requests an Order to keep the security deposit to offset against the unpaid rent. The landlord also seeks to recover the \$50.00 filing fee.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties and witnesses. Section 26 of the Act states:

*A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I am satisfied with the undisputed evidence and testimony before me from the landlord that the tenant owes rent and utilities. Consequently I uphold the landlords reduced claim for unpaid rent for October, November and half of December, 2013 and find the landlord is entitled to a monetary award of **\$2,589.06**.

I further find the tenants were responsible to pay the City utility bills and failed to do so resulting in this amount being charged to the landlord to avoid disconnection of the service. Consequently I find the landlord is entitled to recover the sum of **\$428.54** from the tenants

I Order the landlord to retain the security deposit of **\$662.50** pursuant to s. 38(4)(b) of the Act in partial satisfaction of their claim.

I find the landlord is also entitled to recover the filing fee of **\$50.00** from the tenants pursuant to s. 72(1) of the Act. A Monetary Order has been issued to the landlord for the following amount pursuant to s. 67 of the Act.

Unpaid rent	\$2,589.06
Unpaid utilities	\$428.54

Filing fee	\$50.00
Less security deposit	(-\$662.50)
Total amount due to the landlord	\$2,405.10

Conclusion

I HEREBY FIND in favor of the landlord's reduced monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,405.10**. The Order must be served on the respondents. Should the respondents fail to comply with the Order, the Order may be enforced through the Provincial Court 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: January 17, 2014

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Residential Tenancy Branch

