



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent and utilities, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

At the end of the hearing, the Landlord confirmed her mailing address as that on the application for dispute. The Tenant stated that he is no longer receiving mail at the provided PO Box and refuses to provide it during the hearing in the presence of the Landlord. As such, no mailing address is available for delivery of the decision to the Tenant.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on June 1, 2013 on a fixed term tenancy ending on October 31, 2013 and then ends as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$850.00 payable on the 1st of each month and a security deposit of \$425.00 was paid on June 1, 2013.

The Landlord seeks a monetary claim of \$1,015.49 which consists of \$850.00 for unpaid rent for October 2013, \$71.24 in combined FortisBC charges, \$88.75 for combined Hydro charges and \$5.60 for photocopying/printing costs.

The Landlord states that the Tenant failed to pay rent of \$850.00 for October 2013 rent. The Tenant disputes this stating that he paid partial rent in cash. The Tenant states that he has no documentary evidence to support any payments. Both parties agreed that payments were sometimes paid in cash or cheque. The Tenant also stated in his direct testimony that only partial rent was paid for October 2013 and that he arranged to surrender the \$425.00 security deposit to the Landlord in exchange for the remaining portion of the October 2013 rent. The Landlord has submitted a copy of an email dated November 4, 2013 from the Tenant that states, "you can take the deposit + the incurred interest off the remainder rent for October." The Landlord relies on copies of numerous email exchanges and text messages as well as copies of receipts for rent payments to support her claim of unpaid rent and utilities. The Landlord also seeks \$159.99 in combined FortisBC and BC Hydro charges for 50% of the utilities charges that the Tenant has failed to pay. The Tenant disputes this stating that there are no utility arrears and has always made cash payments. The Tenant states that he was never provided any copies of utility bills to view. The Landlord disputes this stating that copies were always available and relies on an email exchange with the Tenant that shows a continued demand for the Tenant to pay for rent and bills that were outstanding.

Analysis

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs (photocopying/printing) is dismissed.

I find on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenant. The Landlord has provided numerous email exchanges and invoices that show the Landlord was seeking payment of rent arrears and utilities. The Tenant has stated that he has no evidence to support his claim that the rent or utilities were paid. The Landlord has established a monetary claim for \$1,009.99. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$425.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$634.99. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$634.99.
The Landlord may retain the security deposit.

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: March 18, 2014

Residential Tenancy Branch

