Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNDC, MNSD, MNR, FF

Introduction

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

The Tenant applied on January 31, 2014 for:

1. A Monetary Order for compensation or loss - Section 67;
2. An Order for the return of the security deposit – Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on February 4, 2014 for:

1. An Order for unpaid rent or utilities - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord appeared on the conference call hearing as scheduled. The Tenant did not participate in the Hearing. As the Tenant has failed to attend the hearing and pursue its application, I dismiss the Tenant's application without leave to reapply.

Service

The Landlord states that the Tenant was served with the application for dispute resolution and notice of hearing (the "Package") by sending the Package registered mail to the Tenant's place of work. The Landlord states that the Tenant signed for the receipt of the package and provides a copy of the registered mail tracking information.

Section 89 of the Act provides that an application for dispute resolution must be given to a tenant in one of the following ways:

- by leaving a copy with the tenant;
- by sending a copy by registered mail to the address at which the tenant resides; or
- by sending a copy by registered mail to a forwarding address provided by the tenant.

Section 71(2)(c) of the Act provides that an order made be made that a document not served in accordance with section 89 is sufficiently given or served for purposes of this Act. Given the registered mail evidence of the Tenant's receipt of the Package and considering that the Tenant had its own hearing at the same time, I find that the Landlord's method of service of the Package is sufficient for the purposes of this Act.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on September 15, 2012 and ended on January 1, 2014. Rent of $1,700.00 was payable monthly. At the outset of the tenancy the Landlord collected $850.00 as a security deposit. The Landlord returned $447.20 to the Tenant after the end of the tenancy.

The tenancy agreement provides that the Tenant will pay $200.00 each month for a portion of the utility and grounds maintenance monthly with a yearly reconciliation and adjustment. The reconciliation and adjustment to the end of the tenancy indicates that the Tenant owes further payment to reach the portion agreed upon. During the Hearing the Landlord agreed that the calculations provided in the evidence package were in error and that the amount being claimed is $884.78.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the tenancy agreement and based on the undisputed evidence of the Landlord I find that the Landlord has substantiated that the Tenant owes **$884.78** to the Landlord for utilities and grounds maintenance. As the Landlord's claim has been successful, I find that the Landlord is also entitled to recovery of the **$50.00** filing fee for a total entitlement of **$934.78**. Deducting the remaining security deposit of **$402.80** from the Landlord's entitlement leaves **$531.98.**

Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **$531.98**. 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: May 14, 2014

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Residential Tenancy Branch