



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on April 27, 2014 in accordance with Section 89. The landlord testified the tenant received the package on May 3, 2014 according to Canada Post tracking information.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

In the landlord's original evidence package she indicated that she had provided receipts for Canada Post and the unpaid utilities bill she is claiming in her Application. However, for some reason these two pages of the landlord's total evidence package was not in the hearing file.

I allowed the landlord to resubmit the utilities bill via fax directly to me no later than 12:00 noon August 27, 2014 to do so. I provided the landlord with the appropriate fax number. However, as of the writing of this decision I have not received a copy of the utilities bill.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for unpaid utilities; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on November 6, 2008 for a month to month tenancy beginning on November 15, 2008 for a monthly rent of \$895.00 due on the 1<sup>st</sup> of each month with a security deposit of \$450.00 paid.

The landlord has also submitted into evidence a notice of rent increase issued on January 18, 2013 increasing the rent to \$991.00 per month and a 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on April 2, 2014 with an effective date of April 15, 2014 due to unpaid rent in the amount of \$991.00.

The landlord submits the tenant failed to pay rent at all for the month of April and vacated the rental property on April 19, 2014. The landlord submits the tenant provided her forwarding address on April 19, 2014 as she moved out of the rental unit.

The landlord also seeks compensation for the tenant's failure to pay local utilities in the amount of \$61.92. The landlord has provided no copy of the local utility bill.

### Analysis

Based on the landlord's undisputed testimony and evidence I find the tenant failed to pay rent for the month of April 2014 as required under the tenancy agreement. I also find the tenant failed to pay the outstanding utilities in the amount described by the landlord.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,102.92** comprised of \$991.00 rent owed; \$62.91 utilities owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$451.03 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$651.89**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 28, 2014

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Residential Tenancy Branch

