



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR, MNDC, FF

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. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation – Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the 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 Tenant 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 notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on November 1, 2011. Rent of \$600.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$300.00 as a security deposit from the Tenant. An addendum to the tenancy agreement provides that the Tenant will pay the Landlord \$30.00 per month for utilities and that this amount may be changed with one month's notice. Following service of two 10 day notices to end tenancy for unpaid rent to the Tenant on September 2, 2014 and October 2, 2014, the Tenant moved out of the unit on November 10, 2014. The Tenant failed to pay rent for September, October and November 2014. The Tenant also failed to pay the utilities for these months. The Landlord claims unpaid rent for

September, October and November 2014 and unpaid utilities of \$50.00 for each of the same months.

Analysis

The tenancy agreement provides for the payment of \$600.00 in rent each month on the first day of each month. Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Based on the undisputed evidence I find that the Tenant failed to pay rent for September, October and November 2014 and that the Landlord is entitled to **\$1,800.00**. Although the Landlord claims \$50.00 per month for unpaid utilities, given that the tenancy agreement provides for only \$30.00 per month, that no other evidence was provided indicating a greater monthly amount, and based on the undisputed evidence of non-payment of utilities, I find that the Landlord is only entitled to **\$90.00** in unpaid utilities for the period claimed.

The Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,940.00**. Deducting the security deposit of **\$300.00** plus zero interest leaves **\$1,640.00** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$300.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,640.00**. 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: November 27, 2014

Residential Tenancy Branch

