



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BARBARA ANNE HAY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNR, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and unpaid utilities and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery mail on October 20, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

The Landlord said the Tenant moved out on October 4, 2014 and the Tenant did not give the Landlord a forwarding address.

Issues(s) to be Decided

1. Are there rent and utility arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?

Background and Evidence

This tenancy started on February 1, 2014 as a month to month tenancy. Rent was \$850.00 per month payable in advance of the 1st day of each month. The Tenant did not pay a security deposit although a security deposit of \$425.00 was requested by the Landlord.

The Landlord said that the Tenant did not pay \$850.00 of rent for each month of August and September, 2014 when it was due and as a result, on September 25, 2014 the Landlord posted a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated September 25, 2014 on the door of the Tenant's rental unit. As well the Landlord said the Tenant has unpaid utilities of \$162.80 for hydro costs. Further the Landlord requested ½ a month's rent in the amount of \$425.00 for October, 2014 as the Tenant lived in the unit until October 4, 2014; therefore the Landlord was unable to rent the unit for the month of October, 2014.

The Landlord said she provided receipts or invoices to establish and verify the amount of the utility claim.

Analysis

Section 26 says 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.

The Tenant did not have the right under the Act to withhold part or all of the rent for August and September, 2014; therefore I find in favour of the Landlord for the unpaid rent of \$1,700.00 for August and September, 2014. As well the Landlord is entitled to lost rental income for part of October, 2014 as the Tenant did not move out until October 4, 2014. I find the Landlord is entitled to ½ a month's rent for October, 2014 in the amount of \$425.00. Further as the Landlord did demand payment of the utilities and as section 46 (6) of the Act says unpaid utilities can be treated as unpaid rent if a formal demand is made for the payment of the utilities. I accept the Landlord's evidence and award the Landlord \$162.80 in unpaid utilities.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 72 of the Act to recover the filing fee of \$50.00 from the Tenant. The Landlord will receive a monetary order as following:

Rent arrears:	\$1,700.00
Lost rental income	\$ 425.00
Recover filing fee	\$ 50.00
Subtotal:	\$2,175.00
Balance Owing	\$2,175.00

Conclusion

A Monetary Order in the amount of \$2,175.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 18, 2014

Residential Tenancy Branch

