



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by having a witness present when personally serving the tenants on November 4, 2014, the tenants did not participate in the conference call hearing. The landlord advised that the tenant was served with all documentary evidence at that time. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on August 28, 2013 and ended on December 1, 2014. The tenants were obligated to pay 1850.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$975.00 security deposit. The landlord conducted a condition inspection report in writing with the tenant at move in. The landlord stated the tenant refused to attend the condition inspection report at move out.

I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$3700.00 for unpaid rent that was due on October 28, 2014 and November 28, 2014. The landlord stated that the tenant had advised him that he would be moving out by October 31, 2014 but later changed his mind. The landlord stated that the tenant remained in the unit until December 1, 2014 without paying any rent. The landlord stated that he made numerous attempts to reason with

the tenant and resolve the matter but to no avail. Based on the above and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$3700.00.

Second Claim – The landlord is seeking unpaid hydro in the amount of \$440.00. The landlord stated that as part of the tenancy agreement the tenant is entitled to a \$50.00 hydro credit per month; any costs above that are the responsibility of the tenant. The landlord stated that he made numerous attempts to collect the money and even offered the tenant a payment plan but the tenant refused to pay the hydro costs. The landlord supplied documentation to support his claim. Based on the above and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$440.00.

Conclusion

As for the monetary order, I find that the landlord has established a claim for \$4140.00. The landlord is also entitled to recovery of the \$50.00 filing fee. . Although the landlord's application does not seek to retain the deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3215.00. This order may be filed in the Small Claims Division of the Provincial 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: December 09, 2014

Residential Tenancy Branch

