



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid utilities, for damages to the unit and an order to retain the security deposit and pet deposit in partial satisfaction of the claim.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on July 16, 2014, to the forwarding address provided by the tenant. A Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid utilities?

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on October 1, 2008. Rent in the amount of \$895.00 was payable on the first of each month. A security deposit of \$397.50 and a pet damage deposit of \$100.00 were paid by the tenant. The tenancy ended on June 30, 2014.

A move-in and a move-out condition inspection report was completed. Filed in evidence is a copy of the report.

The landlord claims as follows:

a.	Unpaid utilities	\$ 508.58
b.	Blinds	\$ 82.16
c.	Filing fee	\$ 50.00
	Total claimed	\$ 640.74

The landlord's testified that the tenant agreed in the move-out condition inspection to allow the following deductions from the security deposit and pet damage deposit. The amount of \$508.58 for utilities and the amount of \$82.16 for the damaged blinds.

The landlord's agent stated shortly after the tenancy ended they started to receive calls from the tenant's son regarding the deposits, as the tenant's son was telling them that the tenant withdraws her consent to the deductions. As a result, they filed their application for dispute resolution.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In the case before me, the tenant agreed in the move-out condition inspection report that they agreed they are responsible for the outstanding utilities in the amount of \$508.58 and the cost of the repairs in the blinds in the amount of \$82.15. As a result, I find the agreement is binding on the parties.

I find that the landlord has established a total monetary claim of **\$640.74** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlord retain the security deposit and interest of **\$397.50** and the pet damage deposit of \$100.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$143.24**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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 18, 2014

Residential Tenancy Branch

