



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for a monetary order for money owed or compensation for damage or loss and for unpaid rent and unpaid utilities, and for recovery of the filing fee.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord supplied a tracking number indicating that he served the tenant with the landlord's Application for Dispute Resolution and Notice of Hearing by registered mail on or about July 3, 2014. The landlord submitted further that the address he used for service was one he discovered by following the tenant to the residence several times.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for the amount requested and to recover the filing fee?

Background and Evidence

The landlord submitted that this tenancy began on February 1, 2011, and ended at the end of July 2012, when the tenant vacated the rental unit. Monthly rent was \$800.

The landlord's monetary claim is for unpaid rent in the amount of \$3032.69, which is unpaid rent for May, June, and July 2012, of \$800 each month and unpaid utilities of \$632.69. The landlord's evidence shows that he had issued the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on July 19, 2012, reflecting this amount as the tenant did not pay rent for those three months.

The landlord submitted that the tenant verbally agreed he owed the claimed amount.

As to the unpaid utilities, the landlord stated that he believed he had presented the utilities bills to the tenant, but they remained unpaid.

The landlord's additional relevant additional documentary evidence included a written tenancy agreement.

Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlord's undisputed evidence that the tenant failed to pay rent in accordance with the terms of the tenancy agreement, leaving a rent deficiency in the amount of \$2400 for May, June, and July 2012, and that he is entitled to a monetary award in that amount.

As to the unpaid utilities, the written tenancy agreement shows that the tenant was responsible to pay to pay for electricity, telephone and cable/internet. There was no provision in the tenancy agreement that the landlord would pay the utilities and the tenant was to reimburse the landlord for such utilities. The landlord also failed to provide a copy of any outstanding utility bills incurred by the tenant which may be owed to the landlord. I therefore find that the landlord has not submitted sufficient evidence that the tenant owed the landlord unpaid utilities and dismiss his claim for \$632.69.

I award the landlord recovery of the filing fee of \$50.

I therefore find the landlord is entitled to a monetary award of \$2450, comprised of unpaid rent of \$2400 and recovery of the filing fee of \$50.

Conclusion

The landlord's application for monetary compensation is granted in part as I have granted him a monetary award of \$2450.

I therefore grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$2450, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement may be recoverable from the tenant.

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 8, 2014

Residential Tenancy Branch

