



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being personally served with the Landlord's Application for Dispute Resolution and notice of hearing documents in person on January 12, 2015, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord. The landlord testified that the documentation was served on that date and in that matter by the landlord personally with a witness present. The witness also gave affirmed testimony, and testified that he drove the landlord to the rental unit on January 12, 2015 and saw the landlord physically hand the hearing package to the tenant and then the witness drove the landlord home. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence, and the testimony of the landlord has been reviewed and is considered in this Decision.

During the course of the hearing the landlord advised that the tenant has moved out of the rental unit and the landlord's application for an Order of Possession is withdrawn.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?

- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Should the landlord be permitted to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this 1 year fixed-term tenancy began on June 26, 2014, however the tenant abandoned the rental unit on January 15, 2015 leaving furniture and numerous belongings and garbage behind. Rent in the amount of \$1,600.00 per month was payable in advance on the 1st day of each month in addition to utilities. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$800.00 as well as a pet damage deposit in the amount of \$200.00, both of which are still held in trust by the landlord.

The landlord further testified that for some time during the tenancy a portion of the tenant's rent was paid by a government ministry and the tenant was to pay the balance. However, the Ministry only paid a portion for 3 months of the tenancy and the tenant was continuously in arrears. The landlord has provided a document setting out the amounts paid and owed for each month from July, 2014 to January, 2015. The tenant paid only \$600.00 in July, 2014; \$600.00 for August, 2014; and \$1,500.00 for September, 2014. The landlord received from the Ministry \$353.92 for October, 2014 but nothing from the tenant. In November, 2014 the tenant paid \$800.00 and the Ministry paid \$333.92. The tenant didn't pay any rent for December, 2014 but the landlord received a cheque from the Ministry in the amount of \$1,236.21. No rent has been paid for January, 2015.

The Ministry paid the hydro bills for the rental unit, however the landlord has also provided a water bill showing an overdue account for the rental unit in the amount of \$237.33. The landlord claims that amount from the tenant, in addition to the unpaid rent and recovery of the filing fee.

The landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and the tenant left the rental unit and told the landlord to deal with the furniture, garbage and other belongings left behind.

The landlord does not intend to re-rent the rental unit.

Analysis

I have reviewed the documentation provided by the landlord, and I am satisfied that the landlord is owed the amount of the water bill, totalling \$237.33.

I have reviewed the notice to end the tenancy as well as the worksheet provided by the landlord. Although there are addition errors in the worksheet, I have re-calculated the

amounts, and considering the amounts contained in the notice, I am satisfied that the landlord has established a monetary claim as against the tenant for unpaid rent in the amount of \$5,775.95 to the end of January, 2015. The landlord testified that the fixed term was not to expire until June, 2015, and because rent is payable on the 1st day of each month, I find that the tenant is obligated to pay rent to the end of the month.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I order the landlord to keep the \$800.00 security deposit and the \$200.00 pet damage deposit in partial satisfaction of the claim, and I grant a monetary order in favour of the landlord for the difference in the amount of \$5,063.28.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order the landlord to keep the \$800.00 security deposit and the \$200.00 pet damage deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$5,063.28.

This order is final and binding and may be enforced.

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: January 29, 2015

Residential Tenancy Branch

