



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR MNSD 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.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that she served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on January 7, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on January 12, 2015, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on September 1, 2014. Rent in the amount of \$1000 was payable in advance on the first day of each month. The tenant was responsible for paying 40 percent of the gas and hydro bills. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500.

In a previous dispute resolution hearing convened on November 19, 2015, the landlord and the tenant mutually agreed that the tenancy would end on January 31, 2015. The landlord was granted an order of possession for that date.

The tenant did not pay rent of \$1000 for January 2015 and she owes \$656.13 for her portion of utilities. The landlord has applied for those amounts.

In support of her claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on August 7, 2014, indicating:
 - monthly rent of \$1000 due on the first of each month;
 - the tenant was responsible for 40 percent of the gas and hydro; and
 - the tenant paid the landlord a security deposit of \$500;
- testimony from the landlord that the tenant failed to pay rent for January 2015;
- hydro bills and the calculations showing what amounts of gas and hydro the tenant owed; and
- a copy of the Landlord's Application for Dispute Resolution, filed January 7, 2015.

Analysis

I find that the landlord has established their claim for \$1656.13. The evidence noted above shows that the tenant failed to pay January 2015 rent of \$1000 or her portion of utilities bills in the amount of \$656.13.

As the landlord's application was successful, she is also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$1706.13. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Under section 72 of the Act, the landlord may retain the security deposit in partial compensation of this award.

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: May 5, 2015

Residential Tenancy Branch

