



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This hearing dealt with cross applications. The landlord filed an application seeking an order of possession, a monetary order, an order to retain the deposit in partial satisfaction of the claim and an order to recover the filing fee. The tenants filed an application seeking the return of double the security deposit and a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. This matter was initially scheduled to be heard on April 22, 2015. At the outset of that hearing the parties both requested an adjournment to attempt to resolve the matter; the adjournment was granted and adjourned to today's date.

This matter reconvened on this date. The landlord participated in the teleconference, the tenants did not. The landlords gave testimony that the tenants were personally served their Notice of Hearing Documents and documentary evidence on three occasions. The landlords stated that in the presence of a witness, the tenants were personally served on April 5, 2015 and May 3, 2015. The landlord advised that they tenants were also served by registered mail on May 3, 2015. Based on the undisputed testimony of the landlords I am satisfied that all documents were served in accordance with the service provisions of the Act and the Rules of Procedure. The landlords gave affirmed evidence.

Preliminary Matter

As the tenants chose not to participate in this conference I dismiss their application in its entirety. The landlord advised that the tenants have vacated the unit and no longer requires an order of possession; accordingly I dismiss that portion of the landlords' application. I need only to address the landlords claim for a monetary order in this decision.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's undisputed testimony is as follows. The month to month tenancy began on November 1, 2014 and ended on January 29, 2015. The tenants were obligated to pay \$1500.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1000.00 security deposit. The landlords stated that the condition inspection reports were conducted a move in and move out but were not submitted for this hearing. The landlord stated that on December 29, 2014 the tenants gave notice that they would move out by the end of January. The landlord stated that the cheque for January's rent was returned NSF and the landlord seeks the recovery of the unpaid rent.

The landlord stated that the tenants were responsible for 65% of the utilities as per the tenancy agreement; which the tenants did not pay. The landlord stated that he seeks the \$798.81 of unpaid utilities. The landlord stated that the tenants left the unit damaged and dirty. The landlord is seeking the costs of cleaning and repairs as part of his claim.

Analysis

I address the landlords' claims and my findings as follows.

Landlords First Claim – The landlord is seeking \$1500.00 for unpaid rent for January 2015. The landlord provided the returned cheque to support his claim. Based on the evidence before and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$1500.00.

Landlords Second Claim – The landlord is seeking \$798.81 in unpaid utilities. The landlord provided the overdue bill for utilities and documentation to support that the tenants were to pay 65% of the cost. Based on the evidence before me and in the absence of any disputing evidence from the tenants the landlord is entitled to \$798.81.

Landlords Third Claim – The landlord is seeking \$350.00 for cleaning the unit. The landlord has not provided any documentation to support this claim such as a receipt or invoice. The landlord has not presented any proof of any out of pocket costs for this claim. Based on the insufficient evidence before me I must dismiss this portion of the landlords' application.

Landlords Fourth Claim – The landlord is seeking \$150.00 to repair a door and \$500.00 to repair some drywall. The landlord has not provided any documentation to

support this claim such as a receipt or invoice. The landlord has not presented any proof of any out of pocket costs for this claim. Based on the insufficient evidence before me I must dismiss this portion of the landlords' application.

The landlord is entitled to the recovery of the \$50.00 filing fee. I find that the landlord is entitled to retain the security deposit.

Conclusion

In summary, the landlord has been successful in the following claims:

Unpaid Rent January 2015	\$1500.00
Unpaid Utilities	\$ 798.81
Filing Fee	\$50.00
	\$
Minus Security deposit	\$ -(1000.00)
	\$
Total:	\$1348.81

The landlord has established a claim for \$1348.81 I grant the landlord an order under section 67 for the balance due of \$1348.81. This order may be filed in the Small Claims 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: June 22, 2015

Residential Tenancy Branch

