



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for loss of rent and unpaid utilities for the rental unit, to recover the filing fee for this proceeding and to keep the tenant's security deposit in partial payment of those amounts. Only the landlord attended.

Issues(s) to be Decided

Is the Landlord entitled to compensation and if so, how much?

Background and Evidence

The landlord RJ testified that she sent two dispute resolution packages to the tenant SC's mother's address by registered mail as both tenants had previously resided together. Canada Post's web site indicates that only SC signed for the package. I therefore find that only the tenant SC received the documents by March 4, 2015 and therefore that only the tenant SC has been sufficiently served in accordance with the Act. I have dismissed all claims as against the tenant RL.

Based upon the evidence of RJ I find that this month-to-month tenancy started on October 1, 2014 and ended on February 10, 2015 when the tenants moved out. Rent was \$ 650.00 per month payable in advance on the 1st day of each month. The tenants paid a security deposit of \$ 325.00 by October 10, 2014. RJ testified that pursuant to the tenancy agreement the tenants were required pay for utilities but failed to pay for hydro or natural gas. The landlord claimed for those utilities at \$ 232.50 and \$ 833.48 respectively. The Landlord also claimed for the rent for February amounting to \$ 650.00.

Analysis

The landlord listed a claim for cleaning fees in her application but did not make any submissions or adduce any evidence in support of that claim. Accordingly I have dismissed that portion of her claim.

I find based upon the evidence of the landlord and in absence of any evidence from the tenant that the balance of the items claimed by the landlord are proven. I find that the landlord has proven a claim totalling \$ 1,715.98. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that she is also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 325 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing.

Calculation of Monetary Award

Rental Arrears (July, August, Sept. 2009)	\$ 650.00
Fortis Gas	\$ 833.48
Hydro	\$ 232.50
Filing Fees for the cost of this application	\$ 50.00
Less Security Deposit and interest	-\$325.00
Total Monetary Award	\$1,440.98

Conclusion

In summary I ordered that the respondent SC pay to the applicant the sum of \$ 1,715.98.00 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 1,765.98. I order that the landlord retain the security deposit amounting to \$ 325.00 inclusive of interest. I grant the landlord a Monetary Order as against SC in the amount of \$ **1,440.98** and a copy of it must be served on the tenant. If the amount is not paid by the tenant SC, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. I have dismissed all claims as against RL.

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 16, 2015

Residential Tenancy Branch

