



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNR, MNDC, MNSD, FF

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent and utilities - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on March 1, 2014 and ended on February 26, 2015. Rent of \$1,050.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$525.00 as a security deposit. The Tenant's rent cheque for February 2015 was returned NSF. The Landlord claims \$1,050.00. The Landlord does not have a claim for unpaid rent for January 2015. The Landlord was previously provided a monetary order for February 2015 rent under the direct request proceedings

The tenancy agreement required the Tenant to pay for utilities and the Tenant failed to register its hydro account until October 31, 2015. The Landlord paid the utilities that were owed for the

period May 22, 2014 to October 31, 2014 and claims this amount of \$288.38. The Landlord provided the invoice in the Landlord's name for this period. The Landlord claims some additional amount but cannot state exactly how much and no invoices were provided as evidence for any other utilities in the Landlord's name or having been paid for by the Landlord.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. As the Landlord was unable to provide any certain amount or invoice for any utility claim beyond the period May 22 to October 31, 2014, I find that the Landlord has only substantiated the invoiced amount of **\$288.38** for that period.

As the Landlord has a previous monetary order for February 2015 rent I dismiss the Landlord's claim for unpaid rent. As the Landlord's application has had merit, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$338.38**. Deducting this amount from the security deposit of **\$525.00** plus zero interest leaves **\$186.62** owed to the Tenant.

### Conclusion

I Order the Landlord to retain \$338.38 from the security deposit plus interest of \$525.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$186.62**. If necessary, 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: September 14, 2015

