



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MND; MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for damages, unpaid rent and utilities; to retain the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenants.

This matter was convened on September 30, 2015. An Interim Decision was issued on September 30, 2015, which should be read in conjunction with this Decision. The matter was adjourned to October 5, 2015, to allow the Landlord to resubmit her documentary evidence to the Residential Tenancy Branch.

The Landlord and her agent gave affirmed testimony at the Hearings.

Preliminary Matters

The Landlord confirmed that the Tenants moved out of the rental unit on July 31, 2015, without leaving a forwarding address. The Landlord has taken back possession of the rental unit and therefore **an Order of Possession is no longer required and this portion of her Application is dismissed.**

The Landlord re-faxed her documentary evidence which she served upon the Tenants on July 25, 2015. She also sought to amend her monetary claim to include additional unpaid utilities and damages to the rental unit. She provided additional documentary evidence in support. I explained to the Landlord that I would not agree to amend her monetary claim for two reasons: In my Interim Decision dated September 30, 2015, I ordered that no further documentary evidence would be admitted; and the Tenants were not served with the additional documentary evidence. **I dismissed her application to amend her monetary claim, but gave her leave to reapply. This does not extend any time limits provided under the act.**

Issue to be Decided

- Is the Landlord entitled to a Monetary Order as sought in her Application filed July 22, 2015, and served upon the Tenants on July 25, 2015?

Background and Evidence

The Landlord's evidence:

- A copy of the tenancy agreement was provided in evidence. This tenancy began on August 1, 2014, and ended on July 31, 2015. Monthly rent was \$2,000.00, due on the first day of each month. Rent did not include utilities. The Tenants paid a security deposit in the amount of \$1,000.00 on July 7, 2014.
- The Tenants did not pay rent when it was due for June or July, 2015. The Landlord seeks an award for unpaid rent in the total amount of **\$4,000.00**.
- The Tenants did not pay utilities in the amount of **\$987.50**. The Landlord provided a copy of the utility bill in evidence.

Analysis

Based on the Landlord's documentary evidence, I accept that the Landlord's undisputed affirmed testimony. I find that the Landlord has established a monetary award for unpaid rent as claimed. I also find that the Landlord is entitled to unpaid utilities in the amount of \$987.50.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award.

The Landlord has been successful in her Application and I find that she is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	\$4,000.00
Unpaid utilities	\$987.50
Recovery of the filing fee	\$50.00
Subtotal	\$5,037.50
Less security deposit	- \$1,000.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$4,037.50

Conclusion

The Landlord's application for an Order of Possession is **dismissed**.

The Landlord's application to amend her monetary claim is **dismissed**. The Landlord is **granted leave to reapply for damages to the rental unit and additional utility charges in the amount of \$79.44**. This does not extend any time limits under the Act.

I hereby grant the Landlord a Monetary Order in the amount of **\$4,037.50** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: October 05, 2015

Residential Tenancy Branch

