



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the "Act"), for an order of possession, for a monetary order for unpaid rent and utilities, and to recover the filing fee from the tenant.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on September 21, 2015, a Canada post tracking number was provided as evidence of service. The Canada post tracking number shows the package was successful delivered on September 23, 2015.

I find that the tenant has been duly served in accordance with the Act.

The landlord agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Preliminary issue

At the outset of the hearing the landlord indicated that on October 12, 2015, they determined that the tenant abandoned the rental unit and an order of possession is no longer required.

Issue to be Decided

Is the landlord entitled to a monetary order for unpaid rent and utilities?

Background and Evidence

The tenancy began on January 1, 2014. Rent in the amount of \$750.00 was payable on the first of each month. The tenant did not pay a security deposit. Filed in evidence is a copy of the tenancy agreement.

The landlord claims as follows:

a.	Unpaid rent for September 2015	\$ 550.00
b.	Unpaid rent for October 2015	\$ 750.00
c.	Unpaid utilities	\$ 124.50
d.	Filing fee	\$ 50.00
	Total claimed	\$1,474.50

The landlord testified that the tenant gave verbal notice that they would be vacating the premises on August 30, 2015. The landlord stated that on August 28, 2015, the tenant indicated that they were not moving out on August 30, 2015, as they were not accepted for school in September 2015.

The landlord testified that the tenant told them that they would then leave by the 15th of September 2015. The landlord stated that at that time they agreed that the tenant was only required to pay the amount of \$375.00, which equals half the monthly rent if the rental unit was vacant by the 15th of September 2015.

The landlord testified that the tenant paid the amount of \$200.00 towards September 2015, rent. The landlord stated that the tenant did not respond to any further correspondence and did not give them vacate possession of the rental unit on the 15th and all the tenant's belongings remained in the unit. The landlord stated that on October 12, 2015, they determined that the tenant had abandoned the rental unit as the tenant had not paid any further rent and had not been seen for an extended period of time. The landlord stated they are currently in the process of packing the tenant's belongings. The landlord seeks to recover the amount of unpaid rent in the amount of \$1,300.00.

The landlord testified that the tenant's portion of the hydro utility is 1/3. The landlord stated that the tenant did not pay their portion of \$62.25 for June 25, 2015 to August 25, 2015 and the estimated amount from August 26 to October 25, 2015. The landlord seeks to recover the amount of \$124.50. Filed in evidence is a hydro utility bill for June 2015 to August 2015 which supports the amount claimed.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I accept the undisputed evidence of the landlord that the tenant gave verbal notice to vacate the rental unit for August 30, 2015; however, did not vacate. The evidence of the landlord was that the tenant again gave notice that they would vacate the rental unit no later than September 15, 2015; however failed to vacate.

I accept the evidence of the landlord that on October 12, 2015, the landlord determined the rental unit was abandoned as no rent had been paid and the tenant had not been seen for an extended period of time. The tenant's belongings remain in the rental unit as of the hearing date.

Based on the above, I find the tenant breached the Act, when they failed to give written notice to end the tenancy, when they failed to pay rent and when they failed to remove their belongings from the rental unit. I find the landlord is entitled to recover unpaid rent for September 2015 in the amount of \$550.00 and unpaid rent for October 2015, in the amount of \$750.00. I grant the landlord the total amount of unpaid rent in the amount of **\$1,300.00**.

I further find that the tenant is responsible to pay for their portion of the hydro utilities as stated in the tenancy agreement. I find the landlord is entitled to recover the amount for the time period from June 25, 2015 to October 25, 2015. in the total amount of **\$124.50**.

I find that the landlord has established a total monetary claim of **\$1,474.50** comprised of the above described amounts and the \$50.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order in the above noted amount.

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 20, 2015

Residential Tenancy Branch

