



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Associated Property Management (2001) Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MNDC, MNR

### Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$3336.74, recovery of the \$50.00 filing fee, and an order allowing the landlord to keep the remaining security deposit towards this claim.

The applicant testified that the respondent was served with notice of the hearing by personal service directly into the respondent's hand; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The landlord testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the landlord has established monetary claim against the tenant and if so in what amount.

### Background and Evidence

Landlord testified that this tenancy began on August 1, 2014 for a fixed term with an expiry date of July 31, 2015, and with a monthly rent of \$1325.00.

The landlord further testified that the tenant paid a security deposit of \$662.50 on August 1, 2014.

The landlord further testified that the tenant failed to pay the April 2015 rent and subsequently vacated the rental unit on April 27, 2015, and therefore they are asking for a monetary order for that outstanding rent of \$1325.00, plus a late fee of \$25.00 as stipulated in the tenancy agreement.

The landlord further testified that, in the tenancy agreement, the tenant was responsible to pay 60% of the utilities, however the tenant failed to pay those utilities and at the end of the tenancy the following utilities were outstanding:

Water and sewer utility for August through September 2014	\$45.54
Water and sewer utility September 2014 through November 2014	\$67.24
Water and sewer utility November 2014 through January 2015	\$75.69
Water and sewer utility January 2015 through March 2015	\$74.95
Electricity August 2014 through September 2014	\$72.36
Electricity September 2014 through November 2014	\$313.06
Electricity November 2014 through January 2015	\$649.05

Electricity January 2015 through March 2015	\$704.76
Electricity March 2015 through April 2015	\$371.59
Total	\$2374.24

The landlord is also requesting recovery of the \$50.00 filing fee.

### Analysis

It is my finding that the landlord has shown that rent for this unit was \$1325.00 per month and that that tenant failed to pay that rent for the month of April 2015 and I therefore allow the landlords claim for that outstanding rent.

The tenant also agreed under clause 4 of the tenancy agreement to pay a late rent payment fee of \$25.00, and I therefore allow that portion of the landlords claim.

It is also my finding that the tenant signed the tenancy agreement in which the tenant agreed to pay 60% of the utilities at the rental property.

I have reviewed the information provided by the landlord and it is also my finding that the tenant has failed to pay the utilities claimed by the landlord totaling \$2374.24 and I therefore also allow that portion of the claim.

I also allow the landlords request for recovery of the \$50.00 filing fee.

Section 67 of the Residential Tenancy Act states:

**67** Without limiting the general authority in section 62 (3) *[director's authority respecting dispute resolution proceedings]*, if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director

may determine the amount of, and order that party to pay, compensation to the other party.

I have determined that the respondent must compensate the landlord the following amounts for the tenant's failure to comply with the tenancy agreement.

April 2015 rent outstanding	\$1325.00
April 2015 late fee	\$25.00
Total outstanding utilities	\$2374.24
Filing fee	\$50.00
Total	\$3774.24

### Conclusion

I have allowed \$3774.24 of the landlords claim and I therefore order that the landlord may retain the full remaining security deposit of \$387.50, and I have issued a monetary order in the amount of \$3386.74.

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: December 07, 2015

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Residential Tenancy Branch

