



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EIGHTLAND PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damages to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to keep all or part of the tenants' security deposit and pet damage deposit, and to recover the cost of the filing fee.

An agent for the named landlord company (the "agent") attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The agent testified that the Notice of Hearing, Application and documentary evidence was personally served on tenant L.H. on September 6, 2015 at 1:24 p.m. on the driveway of the rental unit and was witnessed by D.D. The agent confirmed that tenant D.P. was not personally served with the Notice of Hearing, Application and documentary evidence. Based on the above, and without any evidence to prove to the contrary, I accept that only tenant L.H. was served with the Notice of Hearing, Application and documentary evidence on September 6, 2015.

Preliminary and Procedural Matter

As tenant D.P. was not served sufficiently served in accordance with the *Act* with the Notice of Hearing, Application and documentary evidence, I have amended the landlord's application pursuant to section 64(3) of the *Act* by removing the name of tenant D.P.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenants' security deposit and pet damage deposit under the *Act*?

- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy began on March 1, 2013 and ended on September 1, 2015 when the tenants vacated the rental unit. Monthly rent in the amount of \$1,350.00 was due on the first day of the month at the start of the tenancy and increased during the tenancy to the final amount of \$1,385.00 per month. A security deposit of \$675.00 and a pet damage deposit of \$300.00 were paid by the tenants at the start of the tenancy, which the landlord continues to hold.

Although the landlord originally applied for \$2,087.42, the landlord reduced his monetary claim during the hearing to \$1,604.74 as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. 50% of natural gas bill May - June 2015	\$23.41
2. 50% of natural gas bill June – July 2015	\$18.54
3. 50% of natural gas bill July – August 2015	\$18.45
4. 50% of electricity bill May – July 2015	\$236.50
5. 50% of electricity bill July 23 - August 25, 2015	\$160.34
6. Repairs to the suite	\$420.00
7. Loss of rental income for September 1-14, 2015 <u>less</u> \$15.00 in additional rent from new renters who moved into rental unit on September 15, 2015.	\$677.50
8. Recovery of the cost of the filing fee	\$50.00
TOTAL	\$1,604.74

In support of this application, the landlord submitted a copy of the tenancy agreement, monetary worksheet, receipts, copies of utility bills, and photos.

Analysis

Based on the undisputed documentary evidence presented and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, Application and amended Application, and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$1,604.74** which also includes the recovery of the \$50.00 filing fee as the landlord's application has merit.

The landlord continues to hold the tenants' security deposit of \$675.00 and pet damage deposit of \$300.00 which has not accrued any interest to date.

I authorize the landlord to retain the tenants' full security deposit of \$675.00 and pet damage deposit of \$300.00 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$629.74**.

Conclusion

The landlord's application is successful.

The landlord has been authorized to retain the tenants' full security deposit of \$675.00 and pet damage deposit of \$300.00 in partial satisfaction of the landlord's monetary claim. The landlord has also been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of \$629.74. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: March 7, 2016

Residential Tenancy Branch

