



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR 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 an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"), for a monetary order for unpaid rent or utilities, for damages to the unit, site or property, for authorization to retain all or part of the tenant's security deposit or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant 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 landlord testified that the Notice of Hearing, Application and documentary evidence were served on the tenant by personal service on February 19, 2016 at approximately 6:15 p.m. at the rental unit. Based on the above, and without any evidence to prove to the contrary, I accept that the tenant was sufficiently served on February 19, 2016 with the Notice of Hearing, Application and documentary evidence.

Preliminary and Procedural Matter

At the outset of the hearing, the landlord requested to withdraw the landlord's request for an order of possession as the tenant had already vacated the rental unit and returned possession of the rental unit back to the landlord on March 3, 2016.

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 tenant's security 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 November 1, 2015. The tenant's monthly rent was \$1,850.00 which was due on the first day of each month. The tenant paid a security deposit of \$925.00 at the start of the tenancy, which the landlord continues to hold. The landlord testified that the tenant did not pay a pet damage deposit during the tenancy.

The landlord's monetary claim for \$2,350.00 is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Unpaid January 2016 rent	\$1,850.00
2. Unpaid utilities (only claiming \$500.00 of a larger amount)	\$500.00
TOTAL	\$2,350.00

The landlord testified that the tenant failed to pay any rent for January 2016 and owes \$1,850.00 in unpaid rent as a result. In addition, the landlord referred to the tenancy agreement submitted in evidence in support of his claim for unpaid utilities as the tenancy agreement did not include heat or electricity in the monthly rent and that the tenant's portion was 65% of the hydro bill. The landlord stated that while the unpaid hydro bills far exceed the \$500.00 being claimed, he is content on proceeding with only \$500.00 against the tenants and will absorb the rest of the loss in unpaid utilities himself.

Analysis

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

As the tenant was sufficiently served with the Notice of Hearing, 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 **\$2,450.00** which includes the recovery of the cost of the filing fee in the amount of **\$100.00** as the landlord's application is successful, \$1,850.00 for unpaid January 2016 rent, and \$500.00 in unpaid utilities. I have considered the undisputed testimony of the landlord and that the application was unopposed by the tenant. The landlord continues to hold the tenant's security deposit of \$925.00 which has not accrued any interest to date.

I authorize the landlord to retain the tenant's full security deposit of \$925.00 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 **\$1,525.00**.

Conclusion

The landlord's application is successful.

The landlord has been authorized to retain the tenant's full security deposit of \$925.00 in partial satisfaction of the landlord's monetary claim. The landlord has 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 \$1,525.00. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

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: April 18, 2016

Residential Tenancy Branch