



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on November 10, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing I confirmed with the landlord that he had obtained an order of possession to end the tenancy at a hearing on October 21, 2015. As such, the request for an order of possession on this Application is moot. I amend the landlord's Application for Dispute Resolution to exclude the issue of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security and pet damage deposits and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement for a 1 year fixed term tenancy beginning on August 15, 2015 for a monthly rent of \$1,000.00 due on the 15th of each month with a security deposit of \$500.00 and a pet damage deposit of \$500.00 paid. The tenancy ended pursuant to an order of possession issued on October 21, 2015.

The landlord also submitted into evidence a tenant ledger outlining the rent and utility charges and payments made by the tenant towards them. The landlord, based on this ledger, seeks \$1,477.00 in unpaid rent; propane; and hydro charges.

Analysis

Based on the landlords' undisputed documentary evidence and oral testimony, I find the landlord has established the tenant has failed to pay rent and utilities in the amounts claimed by the landlord.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,527.00** comprised of \$1,477.00 rent and utilities owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and pet damage deposit held in the amount of \$1,000.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$527.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 02, 2016

Residential Tenancy Branch