



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUMMIT PACIFIC PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

On April 27, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; for compensation for damage to the unit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing by registered mail on May 2, 2016. The Landlord provided the registered mail tracking number as proof of service. I find that the Tenant was duly served with notice of the hearing in accordance with the *Residential Tenancy Act* (the *Act*).

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

At the start of the hearing the Landlord asked to amend his application to dismiss all of his claims except his claim to recover the unpaid rent and utilities, and to keep the security deposit in partial satisfaction of his claim for rent and utilities.

Issues to be Decided

Is the Landlord entitled to a monetary order to recover unpaid rent?
Is the Landlord entitled to keep the security deposit towards unpaid rent?

Background and Evidence

The Landlord testified that the tenancy began on July 1, 2014, as a 1 year fixed term tenancy to continue thereafter as a month to month tenancy. Rent in the amount of \$1,877.00 is payable on the first of each month. The Tenant paid the Landlord a security deposit of \$938.50.

The Landlord testified that the Tenant failed to all the rent for April 2016. The Landlord testified that the Tenant owes \$875.93 for April 2016, rent.

The Landlord testified that the Tenant failed to pay \$279.71 for utilities. The Landlord testified that the City of Chilliwack sent the utility bills to the Landlord and the Landlord then bills the Tenant to recover the cost of the utilities.

The Landlord provided a copy of the tenancy agreement and a copy of the utility bill as evidence for his claims.

The Landlord asks to keep the security deposit in the amount of \$938.50 in partial satisfaction of his claim. The Landlord testified that the tenancy ended on April 14, 2016.

Section 38 of the Act requires the Landlord to repay a security deposit or make application to keep it within 15 days of the date the tenancy ends.

Analysis

Based on the evidence before me, the affirmed testimony of the Landlord, and on a balance of probabilities, I find that the Tenant owes the Landlord \$875.93 for April 2016, rent. I also find that the Tenant owes the Landlord \$279.71 for unpaid utility costs.

The Landlord applied to keep the security deposit within the required timelines pursuant to section 38 of the *Act*. I order that the Landlord can keep the security deposit in the amount of \$938.50 in partial satisfaction of the Landlord's claim for unpaid rent and utilities.

I find that the Landlord has established a total monetary claim of \$1,155.64 comprised of \$875.93 for April 2016 rent and \$279.71 for unpaid utility charges. After offsetting the security deposit of \$938.50.00 towards the claim of \$1,155.64 I find that the Landlord is entitled to a monetary order for the remaining amount of \$217.54. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Landlord has established a monetary claim in the amount of \$1,155.64. I order that the Landlord can keep the security deposit in the amount of \$938.50 in partial satisfaction of the Landlord's claim of \$1,155.64.

I grant the Landlord a monetary order in the amount of \$217.14

The Landlords other claims within his application are dismissed without leave to reapply.

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: August 03, 2016

Residential Tenancy Branch