



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent and utilities - Section 67;
3. An Order to retain the security deposit - Section 38;
4. A Monetary Order for compensation - Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing in person on January 11, 2017 in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

The Landlord confirms that the Tenants are no longer in the unit. As a result I dismiss the claim for an order of possession.

### Issue(s) to be Decided

Is the Landlord entitled to unpaid rent and utilities?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

A written tenancy agreement was provided as evidence by the Landlord. This agreement provides that the tenancy started on July 1, 2016 for a fixed term to end January 1, 2017. The tenancy agreement does not indicate the amount of rent payable or when it is payable however the Tenants’ copy does provide that rent of \$1,680.00 is payable on the first day of each month.

The Tenants were given a rent reduction and the rent payable for January 2017 was \$1,660.00. The tenancy agreement indicates that the Landlord collected a security deposit of \$840.00 at the outset of the tenancy. The tenancy agreement does not provide any contact information for the Landlord however the Tenant's copy provides this information. The tenancy agreement does not include any utilities with the rent and the Tenants pay 45% of the total utilities shared with the upper unit.

The Tenant failed to pay rent for January 2017 and on January 2, 2017 the Landlord served the Tenants with a 10 day notice for unpaid rent (the "Notice") by posting the Notice on the door. The Notice indicates that the amount of \$1,660.00 is outstanding as of January 1, 2017. The Notice does not provide any contact information for the Landlord as the Landlord did not want the Tenants to know where the Landlord lives. The Tenants have not paid the rental arrears or any rent for January 2017 and informed the Landlord that they moved out of the unit on February 1, 2017. The Tenants left articles behind in the unit. The Landlord does not intend to rent the unit for a period of time as the Landlord plans on making renovations to the unit. The Landlord claims unpaid rent for January and February 2017. The Tenants have not paid the utility bills for the period October 26 to December 23, 2017. The Landlord states that the amounts owed and claimed are \$73.48 and \$117.00 for unpaid gas and \$160.18 for unpaid hydro. The Landlord provided bills from the utility companies for the costs claimed. The Landlord claims an estimated cost of \$250.00 for utilities for January 2017.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Accepting the undisputed oral evidence of rent payable I find that the Landlord has substantiated unpaid rent of **\$1,660.00** as claimed. As the Landlord has no intention of renting the unit for a period of time and based on the evidence that the Tenant's moved out of the unit on January 12, 2017, I find that the Landlord is not entitled to either unpaid rent or lost rental income for February 2017 and I dismiss this claim. Based on the undisputed oral evidence of the Tenant's requirement to pay 45% of the utilities and given the invoices I find that the Landlord has substantiated that the Tenants failed to pay the utilities and that the Landlord

is entitled to a total amount of **\$350.66**. As there is no invoice setting out the costs for utilities for January 2017 I dismiss this claim with leave to reapply.

The Landlord's application has been primarily successful and the Landlord is therefore entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,110.66**. Deducting the security deposit plus zero interest of **\$840.00** leaves **\$1,270.66** owed by the Tenants to the Landlord.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$840.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,270.66.00**. If necessary, this order may be filed in the Small Claims Court and 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: February 07, 2017

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Residential Tenancy Branch