



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

On November 27, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent and utilities, and to recover the cost of the filing fee. The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenants did not.

The Landlord provided affirmed testimony that the Tenant B.P. was served the Notice of Hearing in person on November 30, 2016. The Landlord testified that the Tenant met her at the rental unit at approximately 1:00 pm, and she handed the Tenant the Notice of Hearing and documentary evidence. I find that the Tenant B.P. was served the Notice of Hearing in accordance with sections 89 and 90 of the Act.

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

### Preliminary and Procedural Matters

Section 89(1) of the Act stipulates, in part, that a landlord must serve a tenant with an Application for Dispute Resolution in one of the following ways:

- (a) by leaving a copy with the person;
  - (c) by sending a copy by registered mail to the address at which the person resides;
  - (d) by sending a copy by registered mail to a forwarding address provided by the tenant;
- or
- (e) as ordered by the director under section 71 (1) [director's orders: delivery and service of documents].

Based on the testimony of the Landlord and in the absence of evidence to the contrary, I find that the male Tenant was personally served with the Application for Dispute Resolution and the Notice of Hearing, pursuant to section 89(1)(a) of the Act.

The Landlord submitted no evidence to show that the female Tenant was personally served with the Application for Dispute Resolution or Notice of Hearing and I therefore find that she was not served in accordance with section 89(1)(a) of the Act.

I find that the male Tenant B.P. was served the Notice of Hearing in accordance with sections 89 and 90 of the Act, and the hearing proceeded.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began on August 1, 2016, as a one year fixed term tenancy. Rent in the amount of \$1,150.00 was payable on the first day of each month. The Tenant paid the Landlord a security deposit of \$575.00. The Tenants were responsible to pay 1/3 of the utility costs. The Landlord provided a copy of the tenancy agreement and testified that the agreement is a true copy of the agreement signed by the Landlord and the Tenants.

The Landlord testified that the Tenants did not pay the rent for the month of November 2016. The Landlord ended the tenancy by issuing a 10 Day Notice to End Tenancy For Unpaid Rent. The Landlord is seeking to recover the unpaid rent in the amount of \$1,150.00. The Landlord provided a copy of the 10 Day Notice.

The Landlord testified that she is also seeking to recover utility costs of \$87.90. The Landlord provided a copy of a hydro bill and a gas bill.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant B.P. did not pay the rent owing to the Landlord under the tenancy agreement for the month of November 2016.

I find that the Tenant owes the Landlord \$1,150.00 for November 2016, rent,

I find that the Tenant owes the Landlord \$87.90 for hydro and gas costs.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,337.90 comprised of \$1,150.00 in unpaid rent, \$87.90 for utilities, and the \$100.00 fee paid by the landlord for this hearing.

I find that the Landlord is entitled to a monetary order in the amount of \$1,337.90. This 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 Tenant failed to utility costs and rent for the month of November 2016.

The Landlord is granted a monetary order for unpaid rent, utilities, and the filing fee in the amount of \$1,337.90

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: March 02, 2017

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Residential Tenancy Branch