



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenant: CNR, MNDC, RR, FF
Landlord: MNR, FF

Introduction

This hearing was convened in response to cross applications by both parties pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows. The tenant applied March 10, 2017 for:

1. To Cancel a Notice to End for Unpaid Rent - Section 46
2. A Monetary Order for Loss- Section 67
3. Allow the tenant to reduce rent – Section 65
4. An Order to recover the filing fee for this application - Section 72

The landlord applied March 24, 2017 for:

1. A Monetary Order for unpaid utilities - Section 67
2. An Order to recover the filing fee for this application - Section 72

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing dated March 13, 2017 after filing their application. The tenant, however, did not attend the hearing set for today at 9:30 a.m. The phone line remained open during the hearing of 15 minutes and was monitored throughout this time. The only party to call into the hearing was the applicant landlord's representative. As a result, the tenant's application was preliminarily **dismissed**. The landlord testified the tenant has ended and the tenant has vacated.

I accept the landlord's evidence that the tenant was served with the application for dispute resolution and notice of hearing by e-mail pursuant to a Substituted Service Order granted March 13, 2017. The landlord was given opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed evidence is as follows. The tenancy began October 14, 2016 as a prepaid fixed term tenancy ending April 14, 2017. The payable prepaid rent was in the amount of \$15,000.00. At the outset of the tenancy, the landlord further collected a security deposit from the tenant in the amount of \$1250.00 which they retain in trust. The tenancy has since ended in accordance with the fixed term agreement, on April 14, 2017. The landlord provided the tenancy agreement which states the tenant as responsible for utilities of heat, light and internet. The landlord claims the tenant did not satisfy the utilities charges during the tenancy despite written demands for same. On March 06, 2017 the landlord served the tenant with a notice to end tenancy for unpaid utilities. The tenant did not pay the utilities and instead determined to dispute the notice. The landlord now seeks recovery of the utilities charges. The landlord provided evidence in support of the dual utilities charges for the rental unit amounting to \$857.97.

Analysis

Based on the landlord's undisputed evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and utilities and I find the notice conforms to Section 52 of the Act and is valid. The tenant has not paid the outstanding amount of for utilities despite their application to dispute the landlord's Notice, and further did not attend the hearing to defend their application – with the result that their application has been **dismissed**.

Based on the above facts I find that the landlord is entitled to their claim amount for utilities. The landlord is also entitled to recovery of the filing fee.

The security deposit currently held in trust will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid utilities	\$857.97
Landlord's filing fee for this application	\$100.00
Landlord's award	\$957.97
<i>Less Security Deposit held in trust</i>	<i>-\$1250.00</i>
Balance of security deposit in trust	(\$292.03)

I Order that the landlord may retain **\$957.97** of the tenant's security deposit and must administer the balance of the deposit in accordance with the Act

Conclusion

The landlord's application is granted.

The tenant's application is **dismissed**, without leave to reapply.

This Decision is final and binding.

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: April 19, 2017

Residential Tenancy Branch