



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MND, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord for a monetary Order. The hearing was conducted by conference call.

The landlord was represented in the hearing. The tenant did not attend although served with the application and Notice of Hearing as well as supporting evidence sent by registered mail to the respective forwarding addresses provided by the tenants at the end of the tenancy. The landlord provided proof of mail registration including the tracking number for the mail.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order in the amount claimed?

### **Background and Evidence**

The undisputed testimony and evidence of the landlord is that the tenancy started July 01, 2015 and ended June 30, 2016. Rent payable under the tenancy agreement was \$1790.00 per month. Household utilities for electricity and heat were the responsibility of the tenant. Rent included garbage collection. At the outset of the tenancy the landlord collected a security deposit of \$900.00 which they retain in trust.

The landlord claims that the tenant left the rental unit unclean and damaged but acknowledged they had not provided any evidence in this regard. The landlord claims the tenant was responsible for metered water, sewer and garbage collection and submitted a City invoice of these 3 City utilities. The landlord subsequently orally

amended their claim *seeking solely the water utility*. The landlord also seeks unpaid rent for May and June 2016 for which they provided evidence of NSF cheques given for May and June 2016 rent.

### **Analysis**

I accept the landlord's testimony and documentary evidence submitted as establishing they are entitled to unpaid rent for May and June 2016 in the sum of \$3580.00. I find the landlord has not provided any evidence in support of their claim for damages, and as a result this portion of their claim is *dismissed*. I find the landlord has provided ambiguous evidence in support of their claim for water utility therefore I dismiss this portion of their claim *with leave to reapply*. The landlord is entitled to recover the \$100.00 filing fee paid for their application for a total award of \$3680.00.

### **Conclusion**

**I Order** that the landlord retain the security deposit of \$900.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2780.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

**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: May 01, 2017

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Residential Tenancy Branch