



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNDC MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on November 24, 2016, which was amended by an Amendment to an Application for Dispute Resolution, dated January 4, 2017 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord be permitted to retain all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on his own behalf and provided affirmed testimony. The Tenants did not attend the hearing.

The Landlord testified the Tenants were served with the Application package by registered mail on or about January 6, 2017, and provided the unopened envelope with his documentary evidence. The Application package was served on the Tenants at the forwarding address they provided in a type-written document, signed by the Tenants and dated on November 3, 2017, a copy of which was submitted with the Landlord's evidence. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenants are deemed to have received the Landlord's Application package and amendment on January 11, 2017.

The Landlord was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
4. Is the Landlord entitled to a monetary order allowing the Landlord to keep all or part of the security deposit or pet damage deposit?
5. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2015, and ended when the Tenants vacated the rental unit on or about November 15, 2016. Rent in the amount of \$2,200.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$1,100.00, which the Landlord holds.

The Landlord applied to recover outstanding rent and utilities, as acknowledged in a document, signed by the Tenants and dated November 3, 2016. It states, in part:

We, [the Tenants] agree that we owe our landlord, [R.A.] rent in the amount of \$5355.13 and counting broken down as follows:

October 2016 rent: \$2,200.00

November 2016 rent: \$2,200.00

Water Utilities as per lease agreement: \$955.13...

[Reproduced as written.]

The Landlord testified that, despite telephone discussions during which the Tenants indicated an intention to pay, the amount outstanding has not been paid.

In addition, the Landlord sought to recover \$374.99 to repair a door between the garage and the rental unit. He stated it was damaged by one of the Tenants who had been locked out of the rental unit and broke in to gain access. In support, the Landlord submitted move-in and move-out condition inspection reports, and a receipt totalling \$374.99. The receipt includes hand-written corrections to the amounts claimed, and receipts in support of the corrected amounts sought were also submitted. The Landlord claimed he paid this amount.

The Landlord also sought to recover the \$100.00 filing fee paid to make the Application, and requested that the security deposit be applied to any monetary award in partial satisfaction of the claim.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

If damage or loss results from a party not complying with the *Act*, Regulation or a tenancy agreement, section 67 of the *Act* empowers an arbitrator to determine the amount of, and order a party to pay, compensation to the other party.

With respect to the Landlord's claim for \$5,355.13 for unpaid rent and utilities, I find the Landlord is entitled to recover this amount. The Tenants both signed the document, dated November 3, 2016, which acknowledged the amount owing.

With respect to the Landlord's claim for \$374.99 for damage to a door in the rental unit, I find the Landlord is entitled to recover this amount. The documentary evidence submitted by the Landlord confirmed the damage occurred during the tenancy and the amount paid to repair the damage.

Further, I grant the Landlord recovery of the \$100.00 filing fee, and grant his request to apply the security deposit in partial satisfaction of his claim. Accordingly, pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$4,730.12, which has been calculated as follows:

Claim	Amount awarded
Unpaid rent:	\$4,400.00
Unpaid utilities:	\$955.13
Repair damage to door:	\$374.99
Filing fee:	\$100.00
LESS security deposit:	(\$1,100.00)
TOTAL:	\$4,730.12

Conclusion

The Landlord is granted a monetary order in the amount of \$4,730.12. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 26, 2017

Residential Tenancy Branch