



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with applications by both the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent, unpaid utilities, the cost of repairs and for the filing fee. The landlord also applied to retain the security and pet deposits. The tenant applied for the return of the security and pet deposits and for the filing fee.

The landlord served the notice of hearing and evidence package by registered mail on March 11, 2017 to the forwarding address as provided by the tenant and filed a copy of the tracking slip. Despite having been served with the notice of hearing and having applied for dispute resolution, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. Since the tenant did not attend this hearing, her application is dismissed without leave to reapply.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, unpaid utilities, the cost of repairs and for the filing fee? Is the landlord entitled to retain the deposits?

### **Background and Evidence**

The landlord testified that the tenancy started on August 15, 2016. The rent was \$2,500.00, did not include utilities and was due on the 15<sup>th</sup> of each month. Prior to moving in, the tenant paid security and pet deposits totalling \$1,850.00. The tenant failed to pay rent on February 15 and moved out on March 01, 2017.

The landlord stated that the tenant caused some damage to the walls. She stated that she paid a friend \$200.00 to fix the damage. The landlord filed black and white photographs of the damage which are difficult to read. The landlord did not provide an invoice or receipt to support the amount paid for repairs.

The landlord is claiming unpaid rent for the period of February 15 to March 01, 2017, unpaid utilities, cost of repairs plus \$100.00 for the filing fee. The landlord has filed a

copy of the utility bill showing the amount owed for the period that the tenant occupied the rental unit.

### **Analysis**

Based on the sworn testimony of the landlord and in the absence of any contradictory evidence, I accept the landlord's evidence in respect of the claim. I find that the landlord has proven her claim for unpaid rent (\$1,250.00) and unpaid utilities (\$1,348.41).

I further find that the landlord has not filed sufficient evidence to prove her claim for the cost of repairs and accordingly her claim for \$200.00 is dismissed. Since the landlord has proven most of her claim, she is also entitled to the recovery of the filing fee.

Overall, the landlord has established a claim as follows:

|    |                  |                   |
|----|------------------|-------------------|
| 1. | Unpaid rent      | \$1,250.00        |
| 2. | Unpaid utilities | \$1,348.41        |
| 3. | Filing fee       | \$100.00          |
|    | Total            | <b>\$2,698.41</b> |

I order that the landlord retain the security and pet deposits of \$1,850.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$848.41. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain both deposits. I grant the landlord a monetary order of **\$848.41**

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: August 08, 2017

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Residential Tenancy Branch