



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, AS, CNR, FF, OPR, MNR

Introduction

This hearing was reconvened from a previous hearing where the Tenant's application was dismissed and the Landlord's claim for an order of possession was dismissed. This hearing deals with the Landlord's remaining claim for unpaid rent pursuant to section 67 of the *Residential Tenancy Act* (the "Act").

The Tenant did not attend the reconvened hearing despite being notified of the date and time by way of the Interim Decision dated September 20, 2017. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord states that although the Tenant's Agent gave evidence at the original hearing of the Tenant not being able to attend that hearing date due to being away at a work camp the Tenant was seen in town the day after the hearing.

Issue(s) to be Decided

Is the Landlord entitled to the unpaid rent claimed?

Background and Evidence

The tenancy started on November 1, 2016 and ended on August 15, 2017. Rent of \$1,800.00 was payable monthly. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit. The Tenant only paid \$1,300.00 towards the rent for July 2017. The Landlord claims the arrears of \$500.00.

Although the tenancy agreement provides that the Tenant is responsible for obtaining its own electricity and gas the Tenant was not able to qualify for an account for either of these services. The Parties therefore agreed that the Landlord would open the accounts and the Tenant would pay the Landlord for the costs of gas and electricity. The Tenant failed to pay gas costs to the end of July 2017 and the Landlord claim the gas costs of \$142.22. The Tenant failed to pay electricity costs to the end of July 2017 and the Landlord claims the electricity costs of \$630.42. The Landlord provides bills for these costs.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the Landlord's undisputed evidence of unpaid rent I find that the Landlord has substantiated an entitlement to **\$500.00** as claimed in unpaid rent.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the Landlord's undisputed evidence of an agreement for the Tenant to pay the Landlord for the gas and electricity costs and given the bills for those costs I find that the Landlord has substantiated an entitlement to **\$142.22** for gas costs and **\$630.42** for electricity costs.

As the Landlord still holds the security deposit of **\$600.00** plus zero interest, I deduct this amount from the Landlord's total entitlement of **\$1,272.64** leaving **\$672.64** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$600.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the remaining amount of **\$672.64**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: December 6, 2017

Residential Tenancy Branch