



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

On August 8, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served the Notice of Hearing on August 15, 2017, using registered mail. The Landlord testified that she sent the Notice of hearing to the address that the Tenant provided as her forwarding address at the end of the tenancy.

I find that the Tenant has been duly served with the Notice of Hearing in accordance with sections 89 and 90 of the *Residential Tenancy Act* (*the Act*).

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent and utilities?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began in June 2016. Rent in the amount of \$1550.00 is to be paid by the first day of each month. The Tenant paid the Landlord a security deposit of \$750.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant gave notice to end the tenancy on July 1, 2017 and moved out on July 28, 2017. The Landlord submitted that the Tenant did not give a full month's notice to end the tenancy.

The Landlord testified that she advertised the rental unit and was able to find a Tenant starting August 15, 2017. The Landlord submitted that she suffered a loss of half a month's rent and she is seeking \$775.00 for her loss of rent for August 2017.

The Landlord testified that the Tenant failed to pay \$5.00 in rent for the month of July 2017. The Landlord is seeking to recover the \$5.00.

The Landlord testified that the tenancy agreement requires the Tenant to pay 2/3 of the cost of hydro and utilities for the rental property. The Landlord is seeking \$100.77 for hydro costs and \$87.77 for utility costs for the period up to July 28, 2017.

The Landlord is seeking to keep the security deposit of \$750.00 in partial satisfaction of her claims for a loss of rent and unpaid utilities.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant owes the Landlord \$780.00 for a loss of rent for August 2017.

I also find that the tenancy agreement requires the Tenant to pay 2/3 of the utility and hydro costs. I find that the Tenant owes the Landlord \$188.54 for her portion of hydro and utility costs.

I order that the Landlord can keep the security deposit in the amount of \$750.00 in partial satisfaction of the claims for unpaid rent and utilities.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,068.54 comprised of \$780.00 in unpaid rent for the above mentioned dates; \$188.54 for utilities; and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$750.00 towards the claim of \$1,068.54, I find that the Landlord is entitled to a monetary order in the amount of \$318.54. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to give proper notice to end the tenancy and is responsible to pay for the loss of rent suffered by the Landlord. I grant the Landlord \$780.00.

The Tenant is responsible to pay 2/3 of the hydro and utility costs up until July 28, 2017. I grant the Landlord \$188.54 for utilities and hydro costs.

I order that the Landlord can keep the security deposit in the amount of \$750.00 in partial satisfaction of the claim.

The Landlord is granted a monetary order in the amount of \$318.54.

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: March 7, 2018

Residential Tenancy Branch