



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNDCL-S

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony, and provided evidentiary material in advance of the hearing. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. The landlord's agent testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on April 11, 2018 and has provided copies of a Registered Domestic Customer Receipt addressed to the tenant and a Canada Post cash register receipt bearing that date. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for outstanding utilities and the cost of removing rubbish from the rental unit?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on November 1, 2015 and ended on January 31, 2018. Rent was subsidized and the tenant's share was \$775.00 per month, payable on the 1st day of each month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$637.50, being half of the monthly market rent at the time, and no pet damage deposit was collected. The rental unit is a townhouse, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent further testified that a move-in condition inspection report was completed on October 31, 2015, and a copy has been provided. The move-out condition inspection report was completed in the absence of the tenant on January 31, 2018.

The landlord received an email from the tenant on April 3, 2018 requesting return of the security deposit and providing a forwarding address, which is the address the landlord used to serve the tenant with the Hearing Package, however the landlord has not been served with an Application for Dispute Resolution by the tenant claiming the security deposit.

The tenant left an unpaid electrical bill in the amount of \$795.73, which the landlord claims as against the tenant. A copy of a notice from the electrical service has been provided as evidence, and the tenancy agreement specifies that electricity is not included in the rent.

The landlord's agent also testified that the tenant left rubbish behind at move-out and the landlord has provided a copy of an invoice in the amount of \$446.25, for which the landlord claims a portion, being \$50.00.

The landlord seeks monetary compensation of \$845.73, recovery of the \$100.00 filing fee, and an order permitting the landlord to keep the security deposit.

Analysis

I have reviewed the evidentiary material of the landlord, and I am satisfied that the tenant left unpaid utilities in the amount of \$795.73 at the end of the tenancy, and the landlord is entitled to keep the \$637.50 security deposit in partial satisfaction.

I also accept the undisputed testimony of the landlord's agent that the landlord was charged a sum to remove rubbish from the rental unit. I have reviewed the invoice, and I find that the landlord's claim of \$50.00 is justified.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

I order the landlord to keep the \$637.50 security deposit, and I grant a monetary order for the difference in the amount of \$308.23.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$637.50 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$308.23.

This order is final and binding and may be enforced.

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 09, 2018

Residential Tenancy Branch