



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FFL

Introduction

On May 31, 2018, the Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) 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 Landlords attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding on June 6, 2018 using registered mail. The Landlord testified that she sent the registered mail to the address the Tenant provided to her after the tenancy ended. The Landlord provided a copy of the registered mail receipt and a copy of a text containing the Tenant’s new address.

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 Landlords were provided the opportunity to present their 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?
- 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 on December 15, 2017, as a six month fixed term tenancy that could continue thereafter on a month to month basis. Rent in the amount of \$1,800.00 is to be paid by the first day of each month. The Tenant paid the Landlord a security deposit of \$900.00. The Landlord testified that the tenancy agreement requires the Tenant to pay for her own utilities of electricity/ water and heat. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement for the months of January and February 2018.

The Landlords are seeking a monetary order in the amount of \$3,600.00.

The Landlord testified that the Tenant moved out of the rental unit and failed to pay for some utility bills. The Landlords are seeking the amount of \$305.85 for unpaid utilities. The Landlords provided an invoice from the city stating the Tenant owes the amount of \$305.85 which is overdue.

The Landlord is seeking to keep the security deposit of \$900.00 in partial satisfaction of the claim for unpaid rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay the rent owing under the tenancy agreement for the months of January and February 2018.

I find that the Tenant owes the Landlords \$3,600.00 for unpaid rent.

I find that the tenancy agreement requires the Tenant to pay for utilities. I find that the Tenant failed to pay for some utilities. I find that the Tenant owes the Landlords the amount of \$305.85 for unpaid utilities.

I order that the Landlords can keep the security deposit in the amount of \$900.00 in partial satisfaction of the claim for unpaid rent.

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 Landlords have established a total monetary claim of \$4,005.85 comprised of \$3,600.00 in unpaid rent for the above mentioned dates; utilities of \$305.85 and the \$100.00 fee paid by the Landlords for this hearing.

After setting the security deposit of \$900.00 towards the claim of \$4,005.85, I find that the Landlords are entitled to a monetary order in the amount of \$3,105.85. 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 pay the rent and utilities due under the tenancy agreement.

The Tenant owes the Landlords \$4,005.85.

I order that the Landlord can keep the security deposit in the amount of \$900.00 in partial satisfaction of the claim.

The Landlords are granted a monetary order in the amount of \$3,105.85. This monetary order may be filed in the Provincial Court (Small Claims) 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 *Residential Tenancy Act*.

Dated: November 08, 2018

Residential Tenancy Branch