



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on July 23, 2019 as amended on August 14, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an order of possession for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing.

During the hearing, the Landlord advised that the Tenant has vacated the rental unit and that an order of possession is no longer required. I accept the Landlord's withdrawal of this aspect of the claim. It has not been considered further in this decision.

The Landlord testified the Notice of a Dispute Resolution Proceeding package was served on the Tenant in person on or about July 23, 2019 an Amendment to an Application for Dispute Resolution was served on the Tenant in person on or about August 14, 2019. In the absence of evidence to the contrary, I find these documents were served on and received by the Tenant on the dates indicated by the Landlord.

The Landlord was given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to recover the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirms the tenancy began on February 15, 2019 and was expected to continue to February 15, 2020. Rent in the amount of \$2,100.00 per month is due on the 15th day of each month. The Tenant paid a security deposit in the amount of \$1,050.00, which the Landlord holds.

The Landlord testified the Tenant did not pay rent when due on June 15, July 15, August 15, and September 15, 2019. However, the Landlord confirmed she received a payment of \$2,100.00 by electronic funds transfer in early September. Currently, rent in the amount of \$6,300.00 is outstanding.

In addition, the Landlord claimed \$126.69 for unpaid utility charges. This amount was indicated on the 10 Day Notice and the amendment referred to above. The Landlord testified that the Tenant has not paid this amount despite consistently giving the Tenant written notices to do so.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

[Reproduced as written.]

With respect to the Landlord's claim for unpaid rent, I find the Tenant did not pay rent when due as alleged by the Landlord. Therefore, I find the Landlord has established an entitlement to unpaid rent in the amount of \$6,300.00.

With respect to the Landlord's request to recover unpaid utilities in the amount of \$126.69, I find the tenancy agreement requires the Tenant to pay utility charges and that the Landlord has requested payment in writing, but that this amount remains unpaid. Therefore, I find the Landlord has established an entitlement to a monetary award for unpaid utilities in the amount of \$126.69.

Having been successful, the Landlord is also entitled to recover the \$100.00 filing fee paid to make the Application. I also find it is appropriate in the circumstance to order that the Landlord is authorized to retain the security deposit held in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$5,476.69, which has been calculated as follows:

Claim	Allowed
Unpaid rent:	\$6,300.00
Unpaid utilities:	\$126.69
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$1,050.00)
TOTAL:	\$5,476.69

Conclusion

The Landlord is granted a monetary order in the amount of \$5,476.69. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: September 27, 2019

Residential Tenancy Branch