



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on December 10, 2020, wherein she sought monetary compensation from the Tenant for unpaid rent and utilities as well as authority to retain the Tenant's security deposit towards any amounts awarded.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on April 19, 2021. Only the Landlord called into the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 1:40 p.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Landlord testified that she served the Tenant with the Notice of Hearing and the Application on December 18, 2020 by registered mail. A copy of the registered mail tracking number is provided on the unpublished cover page of this my Decision.

*Residential Tenancy Policy Guideline 12—Service Provisions* provides that service cannot be avoided by refusing or failing to retrieve registered mail and reads in part as follows:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to the above, and section 90 of the *Residential Tenancy Act* (the “Act”), documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of December 23, 2020 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord’s submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord and relevant to the issues and findings in this matter are described in this Decision.

#### Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord be authorized to retain the Tenant’s security deposit?

#### Background and Evidence

This tenancy began February 10, 2020. Monthly rent was \$1,300.00 and the Tenant paid a \$650.00 security deposit and a \$650.00 pet damage deposit. The tenancy ended on November 30, 2020.

The Landlord testified that the Tenant paid \$1,000.00 for rent for November 2020 such that the sum of \$300.00 was outstanding at the time the tenancy ended. The Landlord also testified that the Tenant failed to pay the utilities as required such that when the tenancy ended the sum of \$114.15 was outstanding for utilities. The Landlord provided a detailed accounting setting out the amounts owing for utilities and the applicable months.

The Landlord confirmed that she returned \$885.86 of the Tenant’s \$1,300.00 security and pet damage deposit such that she continues to hold the sum of \$414.14.

### Analysis

After consideration of the Landlord's undisputed testimony and evidence, and on a balance of probabilities, I find as follows.

Section 26 of the *Act* provides that a tenant must pay rent when rent is due. I find, based on the Landlord's testimony and the residential tenancy agreement filed in evidence, that the Tenant was obligated to pay monthly rent of \$1,300.00 per month. I accept the Landlord's testimony that the Tenant failed to pay the required rent in November of 2020 such that the sum of \$300.00 remains outstanding. I find the Landlord is entitled to recover this sum from the Tenant pursuant to section 26 of the *Act*.

Clause 3(b) of the residential tenancy agreement provided that the Tenant was responsible for paying utilities. I accept the Landlord's testimony and documentary evidence filed that when the tenancy ended the sum of \$114.15 was outstanding for utilities. I find the Landlord is also entitled to recover this sum from the Tenant for a total of **\$414.15**. The Landlord testified that she continues to hold \$414.15 of the Tenant's security deposit. As I have found she is entitled to compensation from the Tenant equivalent to this sum, I authorize the Landlord to retain the \$414.15 pursuant to sections 38 and 72 of the *Act*.

### Conclusion

The Landlord's request for monetary compensation and authority to retain the balance of the Tenant's security deposit is granted.

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: April 22, 2021

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Residential Tenancy Branch