



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDCL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- and a monetary order for unpaid rent, and compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 pm. The landlord's agents, MY and WL ("landlord"), attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord's agents and I were the only ones who had called into this teleconference.

The landlord testified that the tenants were served with the landlord's amended application for dispute resolution hearing package ('Application') and evidence on package on May 4, 2021 by way of registered mail. The landlord provided the tracking information in their evidentiary materials. In accordance with sections 88 and 89 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on May 9, 2021, 5 days after mailing. The landlord testified that the tenant was sent a copy of the updated monetary order worksheet by email on October 1, 2021. The landlord provided the response the tenant sent in response to the landlord's email. Accordingly, I

find the tenant duly served with the updated monetary order worksheet. The tenant did not submit any written evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for money owed or losses?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This tenancy originally began as a fixed-term tenancy on December 16, 2019, and continued on a month-to-month basis until it ended on April 2, 2021. The monthly rent was set at \$1,650.00, payable on the first of the month. The landlord has collected a security deposit in the amount of \$825.00, which the landlord still holds.

The landlord is seeking the following monetary orders for money owed by the tenant:

Item	Amount
Strata Fine (revised amount to reflect reduction)	\$700.00
Paint Fee	100.00
Unpaid Electric Bill	137.26
Recovery of Filing Fee	100.00
Total Monetary Order Requested	\$1,037.26

The landlord provided an email in their evidentiary materials from the tenant on April 8, 2021 which states that the tenant allowed the landlord to deduct the paint fee. The landlord also included a copy of the invoice for the unpaid electrical bill in the amount of \$137.26. The landlord is also seeking reimbursement of the strata fines assessed to the unit due to the tenant's bylaw infractions. The landlord submitted documents to show the updated amount assessed.

Analysis

The landlord provided undisputed evidence that the tenant has failed to pay the electrical bill, outstanding strata bylaw infraction fines, and the paint fee as agreed to by the tenant. I am satisfied that the landlord had sufficiently supported these claims. Accordingly, I allow the landlord a monetary order in compensation for these losses.

As the landlord was successful in their application, I am allowing the landlord to recovery the filing fee from the tenant.

The landlord continues to hold the tenant's security deposit of \$825.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit of \$825.00 in partial satisfaction of the monetary claim.

Conclusion

I issue a \$212.26 Monetary Order in favour of the landlord as set out in the table below.

Item	Amount
Strata Fine (revised amount to reflect reduction)	\$700.00
Paint Fee	100.00
Unpaid Electric Bill	137.26
Recovery of Filing Fee	100.00
Less Security Deposit Held	-825.00
Total Monetary Order	\$212.26

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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 17, 2021

Residential Tenancy Branch