



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on August 18, 2022. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- to recover the filing fee from the Tenant for the cost of this application.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend. The Landlord stated she sent the Notice of Dispute Resolution Proceeding to the Tenant by registered mail on January 21, 2022. Proof of mailing was provided in the hearing. The Landlord stated she sent her evidence package to the Tenant on March 13, 2022, by registered mail. Proof of mailing was provided into evidence. Pursuant to section 90 of the Act, I find the Tenant is deemed to have received the above noted packages on January 26, 2022, and March 18, 2022, five days after they were sent.

The Landlord was provided 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?

Background and Evidence

The Landlord stated that monthly rent was \$1,900.00 and was due on the first of the month. The Landlord confirmed that she holds a security deposit in the amount of \$950.00.

The Landlord explained that on or around December 27, 2021, there was a small flood in the rental unit, and the water was shut off for around 10 days. On January 3, 2022, the Tenant sent an email to the Landlord stating that she was going to move out, and end the tenancy, and that she was not going to pay January rent. The Landlord stated that the Tenant did not have insurance, although she was supposed to.

The Landlord stated that the Tenant gave insufficient notice, and left suddenly in January, leaving her at a loss for that month. The Landlord also stated that the Tenant failed to pay for her share of the electricity bill, totalling \$52.00, for December 14-27, 2021. The Landlord provided a copy of this bill.

Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent (security deposit overpayment, emergency repairs paid for by the Tenant, illegal rent increases, or another Order by an Arbitrator).

In this case, I find there is insufficient evidence showing the Tenant had any right to withhold rent. The Tenant failed to pay rent on January 1, 2022, and moved out part way through the month, leaving the Landlord with a rental loss for January in the amount of \$1,900.00. I find the Tenant is liable for this amount, as she gave short, improper notice, and she did not vacate until part way through the month.

Further, I find there is sufficient evidence, as per the utility bill provided into evidence, to show that the Tenant owes and failed to pay \$52.00 for her portion of the electricity bill for December 2021. I award this amount in full.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, pursuant to sections 72 of the Act, I authorize that the security and pet deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Total of items listed above	\$1,952.00
Filing fee	\$100.00
Less: Security and pet Deposit currently held by Landlord	(\$950.00)
TOTAL:	\$1,102.00

Conclusion

The Landlord is granted a monetary order in the amount of **\$1,102.00**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: August 18, 2022

Residential Tenancy Branch