



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MNRL-S, MNDCL-S, FFL

Introduction

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

- a monetary order for unpaid rent pursuant to section 67;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45 p.m. to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and make submissions.

The landlord testified that on February 5, 2022, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenants by registered mail. The landlord provided a registered mail tracking number (RN 620853049CA) in support of service.

Based on the above evidence, I am satisfied that the tenants were deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 &/or 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for unpaid rent and utilities?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

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

Background and Evidence

The tenancy began on February 15, 2021 with a monthly rent of \$1700.00 payable on the 1st day of each month. The lease was for a fixed term until February 14, 2022. The tenant paid a security deposit of \$850.00 at the start of the tenancy which the landlord continues to hold.

The landlord's claim is for loss of rent of \$1700.00 for the month of January 2022 and unpaid utilities in the amount of \$204.95. The landlord testified that on January 2, 2022, the tenant provided written notice to end the fixed term lease early. At this time the tenant had already vacated a few days prior on December 28, 2021. The landlord lost rent for the month of January 2022 which was not paid by the tenant. The landlord testified that the tenant also failed to pay some hydro and city water bills which were not included in the lease. The landlord testified that the tenant was responsible for 1/3 of the bills. Copies of the water bills for the months of February 2021 through to October 2021 were submitted. During the hearing, the landlord withdrew his claim for another estimated water bill and a hydro bill as copies of the bills were not submitted as evidence.

Analysis

Section 26 of the Act requires that 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.

I accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$1700.00 but failed to pay rent for the month of January 2022. The tenant did not provide sufficient written notice before terminating the lease as a result the landlord suffered a loss. I accept the landlord's claim for outstanding rent of \$1700.00.

I also accept the landlord's undisputed testimony and evidence and find the tenant was responsible for 1/3 share of the utilities and failed to pay her portion of the water bills submitted as evidence. The landlord is awarded \$204.95.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$2004.95.

The landlord continues to hold a security deposit of \$850.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$1154.95.

Conclusion

Pursuant to section 38 and 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1154.95. Should the tenant 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: September 01, 2022

Residential Tenancy Branch