



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNR, MNSD, FFL

Introduction

On June 24, 2022, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; to keep a security deposit, and to recover the filing fee.

The matter was set for a conference call hearing. The Landlord’s agent (“the Landlord”) attended the teleconference hearing; however the Tenant did not. The line remained open while the phone system was monitored for twelve minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that he served the Tenant with the Notice of Dispute Resolution Proceeding using email sent on June 14, 2022. The Landlord’s application for substituted service was approved by the RTB permitting him to serve the Tenant using email. The Landlord provided proof that an email containing the Notice of Dispute Resolution Proceeding was sent to the Tenant on July 14, 2022.

I find that the Tenant was sufficiently served with notice of this hearing effective July 17, 2022, three days after it was emailed. The hearing proceeded.

The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Can the Landlord keep the security deposit towards their claims?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on July 15, 2017, as a one year fixed term tenancy that continued thereafter on a month to month basis. The Landlord submitted that rent in the amount of \$1,776.25 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$875.00. The Landlord provided a copy of the tenancy agreement.

The Landlord is seeking a monetary order for the following items:

<u>Unpaid June rent</u>	\$1,006.54
Gas Bill	\$80.04
RTB previous order	\$1,132.92
total	\$2,219.50

June 2022 Rent

The Landlord testified that the Tenant vacated the rental unit on June 17, 2022, and did not pay any rent for June 2022. The Landlord is seeking to recover \$1,006.54 which is pro-rated rent for 17 days.

Gas Bill

The Landlord is seeking to recover \$80.04 from the Tenant for an unpaid gas bill for the period of April 11- May 10, 2022. The Landlord testified that the Tenant is responsible under the tenancy agreement to pay 2/3 of the gas utility cost. The Landlord provided a copy of a gas bill dated May 11, 2022, in the amount of \$120.06.

RTB

The Landlord attended an earlier hearing and was granted a monetary order in the amount of \$1,132.92. The Landlord was seeking to add this amount to the monetary order he is seeking from today's hearing.

Security Deposit

The Landlord applied to keep the security deposit of \$875.00 in partial satisfaction of his claim for unpaid rent. However, the Landlord attended an earlier hearing on May 24, 2022, where he was authorized to keep the \$875.00 security deposit towards his monetary awards.

Since the security deposit was considered in an earlier decision, the Landlord's claim against a \$875.00 security deposit is dismissed.

Analysis

Residential Tenancy Policy Guideline # 3 Claims for Rent and Damages for Loss of Rent provides the following information:

The damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement. As a general rule this includes compensating the landlord for any loss of rent up to the earliest time that the tenant could legally have ended the tenancy.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

June 2022 Rent

I accept the Landlord's evidence that the Tenant vacated the rental unit on June 17, 2022, and failed to pay any rent for the month of June 2022. I find that the Landlord is entitled to pro-rated rent for 17 days.

I grant the Landlord the amount of \$1,006.54 for unpaid June 2022 rent.

Gas Utility

I accept the Landlord's evidence that the Tenant is responsible to pay 2/3 of the gas bill and that she failed to pay her portion of the gas utility for the period of April 11 to May 10, 2022. I find that the Landlord is entitled to recover \$80.06 which is 2/3 of the bill amount.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

The Landlords request to combine the amount of the monetary order from the last hearing with the amount awarded for this hearing is denied.

I find that the Landlord has established a total monetary claim of \$1,186.58 comprised of \$1006.54 for June 2022 rent; \$80.04 for unpaid utility costs and the \$100.00 fee paid by the Landlord for this hearing.

I grant the Landlord a monetary order in the amount of \$1,186.58. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent owing under the tenancy agreement for 17 days of June 2022. The Tenant failed to pay her portion of a gas utility bill.

The Landlords claim to keep a security deposit is dismissed as it was considered in an earlier dispute resolution hearing.

I grant the Landlord a monetary order in the amount of \$1,186.58.

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: March 16, 2023

Residential Tenancy Branch