

## **DECISION**

### **Introduction**

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit and pet damage deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing also dealt with the Tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of the Tenant's security deposit and pet damage deposit under section 38 of the Act

### **Preliminary Matter**

The Tenants did not attend this hearing, although I left the teleconference hearing connection open for 10 minutes in order to enable the landlord to call into this teleconference hearing scheduled for 9:30 a.m. The Landlord attended the hearing and was given a full opportunity to be heard, to present affirmed 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. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

Rule 7.1 of the Residential Tenancy Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. Rule 7.3 states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Based on the above, in the absence of any evidence or submissions from the Tenants I order the Tenants' Application for Dispute Resolution dismissed without liberty to reapply.

## **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

The Landlord testified that he served the Tenants with the Proceeding Package via email on March 19, 2025. The March 19, 2025 email was entered into evidence. The Landlord testified that the Tenants provided their email addresses for service in the tenancy agreement. The tenancy agreement was entered into evidence and permits service on the Tenants via email.

I find that email service was provided for in the tenancy agreement and that the Landlord was permitted under section 88 of the Act to serve the Tenants via email.

Based on the undisputed testimony of the Landlord and the email entered into evidence, I find that the Landlord served the Tenants via email on March 19, 2025. I find that the Tenants were deemed served with the Proceeding Package on March 22, 2025 in accordance with section 90 of the Act.

## **Service of Evidence**

The Landlord testified that he served his evidence on the Tenants via email on March 20, 2025. I permitted the Landlord in the hearing to upload the March 20, 2025 serving email. Based on the March 20, 2025 email uploaded into evidence and the Landlord's undisputed testimony, I find that the Landlord's evidence was served on the Tenants via email in accordance with section 88 of the Act. I find that the Tenants were deemed served with the Landlord's evidence on March 23, 2025 in accordance with section 90 of the Act.

## **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for unpaid rent?
- Is the Landlord entitled to retain all or a portion of the Tenant's security deposit and pet damage deposit?
- Is the Landlord entitled to recover the filing fee for this application from the Tenants?

## **Background and Evidence**

I have reviewed all of the Landlord's evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on April 15, 2024, with a monthly rent of \$3,000.00, due on the first day of the month, with a security deposit in the amount of \$1,500.00 and a pet damage deposit of \$1,500.00. The Landlord testified that he received one of the deposits on April 2, 2024 and the other deposit on April 12, 2024.

The Landlord testified that the Tenants have not provided him with their forwarding address in writing.

The Landlord testified that the Tenants owe the following amounts for the following months in unpaid rent:

Month	Amount Paid	Amount Owed
November 2024	\$700.00	\$2,300.00
December 2024	\$2,900.00	\$100.00
January 2025	\$400.00	\$2,600.00
February 2025	\$0.00	\$3,000.00

The Landlord testified that the Tenants currently owe \$8,000.00 in unpaid rent accrued between November 2024 to February 2025. The Landlord entered into evidence the Tenants' notice to end tenancy which acknowledges that they owe rent money.

The Landlord entered into evidence text messages with the Tenants which confirm that the Tenants did not pay rent in full between November 2024 and February 2025.

The Landlord testified that the Tenants are required to pay for 60% of the utilities in the rental property including electricity, gas and city utilities. The tenancy agreement was entered into evidence and states same. The Landlord testified that the Tenants have not paid any portion of the utilities claimed in this application for dispute resolution.

The Landlord entered into evidence and presented outstanding utility bills as seen in the table below:

Type of Utility Bill	Billing Date	Amount of bill	60% of bill
BC Hydro	September 11, 2024	\$257.41	\$154.45
BC Hydro	November 12, 2024	\$212.63	\$127.58
BC Hydro	January 13, 2025	\$302.04	\$181.22
BC Hydro	March 13, 2025	\$286.37	\$171.82
City Utility	October 1, 2024	\$161.42	\$96.85
City Utility	November 25, 2024	\$142.21	\$87.73
City Utility	January 27, 2025	\$137.40	\$82.44
Fortis Gas	September 12, 2024	\$65.99	\$39.59
Fortis Gas	October 11, 2024	\$60.00	\$36.00
Fortis Gas	November 13, 2024	\$178.91	\$107.35
Fortis Gas	December 11, 2024	\$239.79	\$143.87
Fortis Gas	January 14, 2025	\$367.85	\$220.71
Fortis Gas	February 12, 2025	\$339.15	\$203.49
Fortis Gas	March 12, 2025	\$141.40	\$84.84
<b>TOTAL</b>			<b>\$1,737.94</b>

The Landlord's application for dispute resolution claims unpaid utilities totalling \$1,881.63. The Landlord testified that some of the bills for the rental property were not available when this dispute was filed so he guessed at additional amounts owing that are not represented in the above table which is why the claimed amount is higher than the amount seen in the above table. The specifics of the guesses were not provided in the hearing.

All of the billing periods for the above bills fall within the tenancy except for the March 2025 Fortis Gas bill. The billing period for this bill is February 13, 2025 to March 12, 2025.

## Analysis

Section 26(1) of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*. Pursuant to section 26(1) of the *Act*, I find that the Tenants were obligated to pay the monthly rent in the amount of \$3,000.00 on the first day of each month.

Based on the undisputed testimony of the Landlord and the text messages entered into evidence, I find that the Tenants owe rent as follows:

- \$2,300.00 for November 2024
- \$100.00 for December 2024
- \$2,600.00 for January 2024
- \$3,000.00 for February 2024

In accordance with section 67 of the *Act*, I award the Landlord \$8,000.00 in unpaid rent.

Based on the tenancy agreement entered into evidence I find that the Tenants were required to pay 60% of all utilities. I accept the Landlord's undisputed testimony that the Tenants have not made any payments towards the utilities listed by the Landlord.

In accordance with the tenancy agreement I find that the Landlord is entitled to recover 60% of all of the utility bills entered into evidence, with the exception of the March 2025 Fortis Bill.

I award the Landlord \$1,653.10 in outstanding utilities, which sum excludes the March 2025 Fortis Gas bill. The Landlord is only entitled to recover that portion of the March 2025 Fortis Bill that accrued until the end of this tenancy, that being February 28, 2025. I find that the Landlord is entitled to recover the following from the March 2025 Fortis Gas Bill:

$$\$141.40 \text{ (bill total)} / 28 \text{ (days in billing period)} = \$5.05 \text{ (daily rate)}$$

$$\$5.05 \text{ (daily rate)} * 16 \text{ (days tenancy ongoing in billing period)} = \$80.80 \text{ (pro-rated bill for days tenancy ongoing in billing period)}$$

$$\$80.80 * .6 \text{ (60\% owed by Tenants)} = \textbf{\$48.48}$$

I award the Landlord \$48.48 for the March 2025 Fortis Gas bill. I decline to award any hypothetical amount to the Landlord for additional utilities whose invoices have not been submitted. The Landlord has leave to file a new application for dispute resolution for any additional utilities whose bills have been made available to the Landlord since filing this application for dispute resolution.

I accept the Landlord's undisputed testimony that the Tenants have not provided their forwarding address in writing.

Section 38(1)(a) and section 38(1)(b) of the Act require the landlord to either return the tenant's security deposit or file for dispute resolution for authorization to retain the deposit, within 15 days after the later of the end of a tenancy and the tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the Act, equivalent to double the value of the security deposit.

I find that since the Tenants have not provided their forwarding address in writing to the Landlord, the Landlord is under no obligation to return the deposits to them. In any event, the Landlord filed this application for dispute resolution on March 15, 2025, 15 days after this tenancy ended and so made an application for dispute resolution claiming against the security deposit pursuant to section 38(1)(a) and 38(1)(b) of the *Act*.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee from the Tenants, pursuant to section 72 of the *Act*.

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlord is entitled to retain the security deposit of \$1,500.00 and the pet damage deposit of \$1,500.00 plus interest in the amount of \$36.19 that accrued on one of the deposits and interest of \$35.07 accrued on the other deposit. Interest was calculated from the date the deposits were received by the Landlord to the date of this Decision.

## Conclusion

I grant the Landlord a Monetary Order in the amount of **\$6,730.32** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent and utilities under section 67 of the Act	\$9,701.58

authorization to retain all of the Tenant's security deposit and pet damage deposit and accrued interest in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$3,071.26
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$6,730.32</b>

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 29, 2025

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Residential Tenancy Branch