

## **Decision**

**Dispute Codes:** MNDC

### **Introduction**

This hearing dealt with the tenant's application for a monetary order as compensation for damage or loss under the Act / regulation or tenancy agreement. The tenant participated in the hearing and gave affirmed testimony. Despite being served in person on September 25, 2009 with the application for dispute resolution and notice of hearing, the landlord did not appear.

At the outset of the hearing the tenant stated that he vacated the unit at the start of October 2009. For this reason the tenant withdrew his earlier application to cancel the landlord's notice to end tenancy for unpaid rent dated September 16, 2009.

### **Issue to be decided**

- Whether the tenant is entitled to a monetary order under the Act

### **Background and Evidence**

There is no written residential tenancy agreement for this tenancy which began on August 1, 2009. Rent in the amount of \$450.00 was payable on the first day of the month, and a security deposit of \$225.00 was collected on or about August 1, 2009. The tenant claims that all utilities with the exception of hydro were included in the rent.

Arising from rent that was not paid on September 1, 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent dated September 16, 2009. A copy of the notice was submitted into evidence. Subsequently, the tenant paid no rent for the month of September and, as noted earlier, he vacated the unit at the start of October 2009. The tenant states that the landlord has not repaid his security deposit.

The tenant claims that gas was shut off from his unit for the period from July 23 to August 4, 2009. The tenant also claims that water was shut off from his unit for the period from August 1 to September 1, 2009. He states that costs he incurred as a result

of these utilities being unavailable to him resulted in his inability to pay September's rent. In the result, he seeks compensation in the form of a monetary order issued in his favour against the landlord.

In support of his claim related to gas and water, as above, the tenant submitted a two page handwritten letter attesting to these claims from a person understood to be a City employee. This letter is not on letterhead and does not include a position title for the person who has written it. Further, there are no address particulars included in the letter confirming which residences may have been affected by the shut offs as claimed.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the tenant, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated September 16, 2009. While the tenant did not pay the outstanding rent for September, he filed an application to dispute the notice within 5 days of receiving it. Thereafter, however, he vacated the unit at the beginning of October 2009.

As for the monetary order, I find that the tenant's documentary evidence and testimony are insufficient to establish an entitlement. Accordingly, I dismiss his application.

The tenant has not applied for the return of his security deposit. The statutory provisions related to **Return of security deposit and pet damage deposit** are set out in section 38 of the Act. The full text of the Act, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

### **Conclusion**

Pursuant to all of the above, I hereby dismiss the tenant's application.

DATE: November 9, 2009

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Dispute Resolution Officer