



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND and FF

Introduction

This application was brought by the landlord on December 13, 2013 seeking a Monetary Order for unpaid rent and utilities, damage to the rental unit and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on December 17, 2012 to a forwarding address provided by the tenant at the end of the tenancy, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as requested?

Background and Evidence

While no copy of the rental agreement was submitted into evidence, the landlord stated that this tenancy began on September 1, 2012 and ended on December 26, 2012 pursuant to a one-month Notice to End Tenancy for cause dated November 20, 2012 and a Mutual Agreement to End Tenancy signed by the parties on December 12, 2012. Rent was \$1,500 per month and the landlord holds a security deposit of \$725 paid at the beginning of the tenancy.

During the hearing, the landlord submitted into evidence an agreement signed by the tenant, dated December 9, 2012, in which the tenant attests that she, "will be paying the landlord \$300 hydro and \$1,500 on the 20th of December 2012.

An underwritten insert, not initialled by the tenant adds another \$1,500 plus \$300.

There is very obvious overwrite acknowledged by the landlord on the second digit of the total, also not initialled by the tenant, that raises it to \$3,800.

The landlord's application claims the tenant owes \$1,500 for the November rent and \$1,500 for the December rent, plus \$300 utilities plus another \$300 for unspecified damages for which the landlord has submitted no evidence. The landlord submitted a copy of a statement showing that the tenant owed \$249.45 for hydro as of October 25, 2012 and the landlord said that in the interim, she had received additional billing for \$76.83.

Analysis

Section 67 of the *Act* empowers the director's delegate to determine an amount owed by one party of a rental agreement to the other and to order payment of that amount.

I find that the tenant owes to the landlord rent for November and December 2012. I further accept the evidence of the landlord that the tenant owes an additional \$326.28 (\$249.45 + \$76.83) for unpaid hydro

However, in the absence of any supporting evidence, the landlord's claim for additional damages is dismissed without leave to reapply.

As the application has substantially succeeded, I find that the landlord is entitled to recover the \$50 filing fee for this proceeding from the tenant.

As authorized under section 72 of the *Act*, I further order that the landlord shall retain the tenant's security deposit in set off against the balanced owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Rent for November 2012	\$1,500.00
Rent for December 2012	1,500.00
Hydro to October 25, 2012	249.45
Hydro to December 2012	76.83
Filing fee	<u>50.00</u>
Sub total	\$3,376.28
Less retained security deposit (No interest due)	<u>- 725.00</u>
TOTAL	\$2,651.28

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$2,651.28**, enforceable through the Provincial Court of British Columbia for service on the tenant.

The landlord's claim for additional damages is dismissed without leave to reapply for want of evidence.

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 07, 2013

Residential Tenancy Branch

