Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes
For the landlord: MNR, FF
For the tenant: MNSD, FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the "Act").

The landlord applied for a monetary order for unpaid utilities and for recovery of the filing fee.

The tenant applied for a return of her security deposit, doubled, and for recovery of the filing fee.

The landlord appeared at the hearing; the tenant did not appear.

The landlord supplied written evidence that she served the tenant with her Application for Dispute Resolution and Notice of Hearing by registered mail on March 19, 2013. The landlord supplied the receipt containing the tracking number of the registered mail and said that it was sent to the forwarding address provided by the tenant.

I find the tenant was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Preliminary issue-*As the tenant failed to appear at the hearing to support her application for dispute resolution, pursuant to section 10.1 of the Residential Tenancy Branch Rules of Procedure (Rules), I dismiss the tenant's application.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The landlord did not supply a copy of the tenancy agreement; however she stated that the tenancy commenced on September 1, 2012, ended on March 1, 2013, monthly rent was $625 and the tenant paid a security deposit of $312.50 at the beginning of the tenancy.

The landlord stated that the rental unit was a single room occupancy tenancy in an 8 room facility.

The landlord's monetary claim is $81.51, for unpaid utilities.

In explanation, the landlord said that each of the 8 tenants are responsible for an equal share of the utilities, and as such, she, the landlord, receives the bills, calculates each tenant's share, and sends them to each tenant individually, along with a copy of the bill.

The landlord said that the tenant has refused to pay the last portion of her share of the utilities.

The landlord said that the tenant communicated her forwarding address in an email on March 13, 2013, and then she filed her application for dispute resolution thereafter on March 19, 2013, claiming against the security deposit.

The landlord said that she deducted the amount of $81.51 from the tenant's security deposit and returned the balance via Interac e-transfer. In explanation the tenant said she received the tenant's security deposit via Interac e-transfer and that the funds were made available to the tenant; however, the landlord said the tenant refused to collect the funds as she was intent on receiving double her security deposit.

The landlord's relevant documentary evidence included copies of the utility bills, the email containing the forwarding address of the tenant, and proof of the attempted

Interac e- transfer of the balance of the tenant's security deposit, which showed that the funds of $235.43 were uncollected.

Analysis

In the absence of the tenant after being duly served with the landlord's application, I prefer the undisputed evidence of the landlord.

Section 38(1) of the *Act* requires a landlord to either return a tenant's security deposit or to file an application for Dispute Resolution to retain the security deposit within 15 days of receiving the tenant's forwarding address in writing. In this case the landlord filed an application within 15 days of the end of the tenancy.

I find that the landlord provided sufficient undisputed evidence that the tenant was obligated to pay for her proportionate share of the utility bills consumed and vacated the rental unit owing the amount of $81.51. I therefore authorize the landlord to keep this amount that she has retained from the tenant's security deposit.

I further find the landlord is entitled to recovery of her filing fee of $50 and I direct the landlord to retain this amount from the tenant's security deposit.

Although the landlord attempted to return the balance of the tenant's security deposit, the tenant failed to collect this amount and the balance of the tenant's security deposit remains outstanding.

Pursuant to Residential Tenancy Branch Policy Guideline #17, I order that the landlord return to the tenant the balance of the tenant's security deposit in the amount of $180.99 ($81.51 for unpaid utilities + $50 filing fee = $131.51 awarded to the landlord, deducted from the tenant's security deposit of $312.50).

I therefore grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act in the amount of $180.99 which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court.

Conclusion

The landlord's application is granted and she is authorized to retain the amount of unpaid utilities of $81.51 and the filing fee of $50 from the tenant's security deposit.

The tenant is granted a monetary order for the balance due.

The tenant's application is dismissed.

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* and is being mailed to both the applicant and the respondent.

Dated: June 11, 2013

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Residential Tenancy Branch