



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This hearing was convened pursuant to a Notice of Direct Request Proceeding, dated December 2, 2016, which was referred to a participatory hearing in accordance with section 74 of the *Residential Tenancy Act* (the “Application”). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the “Act”):

- a monetary order for unpaid rent or utilities; and
- an order of possession for unpaid rent or utilities.

The Landlord attended the hearing on her own behalf and provided affirmed testimony. The Tenants did not attend the hearing.

Referring to a Canada Post registered mail receipt, the Landlord testified that the Tenants were served with the Landlord’s Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, by registered mail on December 18, 2016. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find the Tenants are deemed to have received the Landlord’s Application package on December 23, 2016.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

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.

Preliminary and Procedural Matters

At the outset of the hearing, the Landlord advised the Tenants vacated the rental unit on or about November 18, 2016. Accordingly, the Landlord confirmed she wished to withdraw the request for an order of possession. This aspect of the Landlord's claim has not been considered further in this Decision.

Issues to be Decided

Is the Landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

The Landlord submitted into evidence a copy of the written tenancy agreement between the parties. It confirms a fixed-term tenancy for the period from July 1, 2016 to July 1, 2017. Rent in the amount of \$1,700.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$850.00, which the Landlord holds.

The Landlord testified the Tenants did not pay rent of \$1,700.00 when due on November 1, 2016. Accordingly, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 6, 2016 (the "10 Day Notice"). According to the Landlord, the 10 Day Notice was served on the Tenants by attaching copy to the door of the Tenants' rental unit. The Landlord testified the Tenants vacated the rental unit on or about November 18, 2016.

In addition, the Landlord stated the Tenants did not pay a BC Hydro invoice in the amount of \$84.06, dated November 3, 2016. A copy of the BC Hydro invoice was submitted with the Landlord's documentary evidence. According to the Landlord, the total amount outstanding is \$1,784.06.

The Landlord asked to retain the security deposit in partial satisfaction of any monetary order granted.

Analysis

Based on the unchallenged and affirmed oral testimony and the documentary evidence submitted by the Landlord, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when due unless the tenant has a right under the *Act* to deduct all or a portion of rent. In this case, the Landlord testified, and I find, that the Tenants did not pay rent when due on November 1, 2016, and that rent in the amount of \$1,700.00 remains outstanding.

In addition, the Landlord testified, and I find, that the Tenants did not pay utilities owing in the amount of \$84.06. I find the Landlord is entitled to a monetary award of \$1,784.06 for unpaid rent and utilities.

Having been successful, I also find the Landlord is also entitled to recover the \$100.00 filing fee paid to make the Application.

The Landlord has asked to apply the security deposit to any monetary award I make, which I allow. Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$1,034.06, which has been calculated as follows:

Claim	Amount
November 2016 rent:	\$1,700.00
BC Hydro outstanding:	\$84.06
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$850.00)
TOTAL:	\$1,034.06

Conclusion

I grant the Landlord a monetary order in the amount of \$1,034.06. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: January 16, 2017

Residential Tenancy Branch