



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

In early February 2019, the landlord had made an application by direct request for an order of possession and for a monetary order for unpaid rent. The order of possession was granted to the landlord but the order for unpaid rent was dismissed with leave to reapply. The landlord made this application for unpaid rent while the tenant was residing at the rental unit.

The landlord testified that on April 03, 2019, he served the tenant with the notice of hearing by registered mail to the rental unit. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The tenant was residing at the rental unit in early April 2019 but moved out sometime around the middle of April. The landlord found out by speaking with the occupant of the suite below the rental unit. The tenant did not provide a forwarding address.

After the tenant moved out without informing the landlord or providing the landlord with a forwarding address, the landlord was unable to serve evidence or an amended application on the tenant to support his claim for the cost of repairs and cleaning. Accordingly, I am unable to hear this portion of the landlord's application and I dismiss this portion with leave to reapply. The landlord will deal with the return of the security deposit when he receives a forwarding address from the tenant.

Accordingly, this hearing only dealt with the landlord's claim for unpaid rent and the recovery of the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and for the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on November 01, 2018. The rental unit is located on the upper level of the rental home. The lower level is rented out separately.

The monthly rent was \$1,875.00 payable on the first of each month which did not include utilities. An addendum to the rental unit required the tenant to pay \$100.00 per month for utilities.

The landlord stated that the tenant paid partial rent for the months of November, December 2018 and January 2019 and did not pay any utilities for the entire period of the tenancy. The tenant also did not make any payments to the landlord in the months of February, March and April 2019. The landlord filed proof of payments made by the tenant which totalled \$3,975.00.

The landlord stated that the tenant occupied the rental unit for a period of six months and therefore at the end of tenancy owed the landlord unpaid rent plus utilities in the total amount of \$7,875.00.

Analysis

Based on the undisputed testimony of the landlord and the documents filed into evidence, I find that the tenant failed pay full rent and utilities for the time that he occupied the rental unit for the period of November 01, 2018 until he moved out on or about April 15, 2019.

I find that the landlord is entitled to his claim for unpaid rent and utilities in the total amount of \$7,875.00. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$7,975.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of \$7,975.00.

The landlord's claim for the cost of repairs and cleaning is dismissed with leave to reapply.

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: June 03, 2019

Residential Tenancy Branch