



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent or utilities, a Monetary Order for damage to the unit, site or property, a Monetary Order for money owed or compensation for damage or loss under the Residential Tenancy Act (Act), regulation or tenancy agreement, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, and were given in person to the tenant on September 15, 2010. The landlord states he sent his evidence package to the tenant by registered mail and this was collected by the tenant on November 30, 2010. Mail receipt numbers were provided in the landlord's documentary evidence.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for;
 1. Unpaid utilities?
 2. For damage to the unit?
 3. For money owed or compensation for damage or loss?

- Is the landlord entitled to keep the tenants security deposit?

Background and Evidence

The landlord testifies that this tenancy started on July 19, 2009. At that time the tenant shared the unit with the landlords' daughter and her share of the rent was \$500.00 plus 15% of the utilities. The tenant entered into a new tenancy agreement on April 01, 2010 when she became sole occupant of the rental unit and her rent increased to \$625.00 plus 15% for the utilities. The tenant paid a security deposit of \$312.50. Of this \$250.00 was paid on August 01, 2009 and \$65.50 was paid on April 01, 2010. The tenant gave the landlord her forwarding address in writing on September 15, 2010.

The landlord testifies that the tenant did not give him the required notice to end the tenancy. She did give him notice on August 14, 2010 and ended the tenancy on August 31, 2010. The landlord states he informed the tenant that she would be responsible for rent until the end of September, 2010. The landlord attempted to present the tenants September rent cheque at the bank but was told there were insufficient funds available to pay it. The landlord states after several attempts to present the cheque it was eventually cashed on September 23, 2010.

The landlord testifies that the tenant did not pay her share of the Utilities. The landlord states she owes \$27.55 for Hydro for August, 2010 and \$4.21 for Gas for August, 2010. The landlord states as the tenancy would legally end on September 30, 2010 he seeks to recover the tenants share for utilities for September also of \$5.76 for Hydro and \$7.19 for Gas. The landlord also testifies that the tenant failed to pay her share of the third quarter utilities from July 01, 2010 to September, 30, 2010 to the sum of \$41.18. The landlord has provided copies of all the utility bills in evidence.

The landlord testifies that the tenant caused some damage to the rental unit and failed to clean the unit to a satisfactory standard at the end of the tenancy. The landlord has provided receipts for all the following claims and seeks to recover:

\$5.03 for paint to touch up a chip in the bathroom sink,

\$4.47 for a can of Easy Off oven cleaner

\$2.23 for a missing oven light,

\$10.07 for missing bathroom light bulbs,
\$20.69 for a missing garbage can,
\$27.97 for a missing slow cooker which had belonged to the landlords' daughter,
\$14.30 for a missing broiler pan,
\$33.60 for a missing window screen

The landlord also seeks to recover the sum of \$75.00 for his time and labour for cleaning, cutting grass, filling and sanding an excessive amount of holes and gouges in the walls and repainting these repairs. The landlord has charged \$15.00 an hour for five hours work. The landlord has provided photographic evidence of the damage to the walls, the tenants' garbage left outside the unit, staining on the carpets and other areas of the unit left dirty. The landlord paid cleaners to come and clean the unit at a cost of \$151.20 and has provided an invoice for this work he also did some cleaning himself.

The landlord testifies that the tenant had not cleaned the carpets at the end of the tenancy. The carpets had been cleaned before the start of the tenancy and were left in a stained condition at the end of the tenancy. The landlord has provided two carpet cleaning receipts one dated July 31, 2009 showing the carpets were clean at the start of the tenancy and one dated September 02, 2010 for \$100.80.

The landlord testifies that a move in condition inspection was conducted with the tenant at the start of the tenancy. The landlord testifies that he told the tenant they must complete a move out condition inspection and she would be responsible for rent up to the end of September, 2010. However, he states she moved out on August 31 and did not leave a forwarding address for the landlord to contact her to attend the move out inspection. The tenant provided the landlord with her forwarding address on September 15, 2010 when the landlord handed her the hearing documents.

The landlord requests an Order to keep the tenants security deposit of \$312.50 to offset against the utilities owed and damages and seeks to recover his \$50.00 filing fee paid for this application.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

Section 45 of the Act says a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable. As the tenant gave notice to the landlord on August 14, 2010 and moved from the unit on August 31, 2010 the landlord was entitled to cash the tenants rent cheque for September as the tenancy could not legally end until September 30, 2010.

I find the tenancy agreement does state that the tenant must pay 15% of the utilities and I accept the landlords' evidence that the tenant has failed to pay her share for August, 2010. Consequently, the landlord is entitled to recover the sums of **\$27.55** for Hydro and **\$4.21** for Gas. I also find the landlord is entitled to claim the tenants 15% share of the Hydro and Gas for September as these utilities had to remain on in the unit and the landlord is therefore entitled to recover **\$5.76** for Hydro and **\$7.19** for Gas. I also find the landlord is entitled to recover the sum of **\$41.18** for the third quarter city utilities pursuant to section 67 of the *Act*.

With regards to the landlords claim for damages and cleaning, I refer both parties to the section 32 (2) and (3) of the Act which states:

(2)A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

From the undisputed evidence presented by the landlord I find the tenant did not leave the rental unit in a reasonable clean and sanitary condition at the end of the tenancy and did not make the necessary repairs to the unit at the end of the tenancy. I also find the tenant has not disputed the landlords' claims concerning the missing items at the unit. Consequently, I uphold the landlords claim for cleaning and damages to the unit and replacement costs for the missing items to a sum of **\$445.36** pursuant to s. 67 of the *Act*.

As the landlord has been successful with his claim I find he is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*.

I Order the landlord to keep the tenants security deposit of \$312.50 in partial satisfaction of his claim and a Monetary Order has been issued for the following amount:

Unpaid utilities	\$85.89
Subtotal	\$531.25
Plus filing fee	\$50.00
Less security deposit	(-\$ 312.50)
Total amount due to the landlord	\$268.75

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$268.75**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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 20, 2011.

Residential Tenancy Branch