



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR, MND, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties attended and / or were represented at the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on December 15, 2011. Monthly rent of \$800.00 was due and payable in advance on the first day of each month, and a security deposit of \$400.00 was collected. The tenancy agreement is signed by both parties and it documents that no utilities are included in the rent. There is no move-in condition inspection report in evidence.

The tenant vacated the unit between July 1 and 4, 2012, and she testified that she gave the landlord written notice of her intent to end the tenancy. There is no documentary evidence before me in support of written notice having been given, but in any event the parties appear to agree that notice was given several days before the end of June 2012. The landlord testified that cleaning and removal of certain discarded items were required after the tenant vacated the unit. There is no move-out condition inspection report in evidence.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and testimony of the parties, the various aspects of the landlord's claim and my related findings are set out below.

\$2,400.00: *unpaid rent for May, June & July 2012 (3 x \$800.00).*

Section 45 of the Act addresses **Tenant's notice**, and provides in part as follows:

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

First, I find that the tenant's notice to end tenancy was not given in accordance with the above statutory provisions.

The tenant testified that she paid rent for May 2012, however, she agreed that rent was not paid for either June or July 2012. There is no documentary evidence before me from the landlord to support the existence of any record pertaining to the payment of rent, such as a ledger or receipts, or 10 day notices to end tenancy for unpaid rent, for example. In the result, I find that the landlord has established entitlement limited to **\$1,600.00** for unpaid rent for June and for unpaid rent / loss of rental income for July 2012 (2 x \$800.00).

**\$492.45:** *unpaid utilities:*

\$27.02 (December 15 to 31, 2011)  
\$156.66 (January to March 2012)  
\$250.41 (April to June 2012)  
\$58.36 (July 2012)

The tenant did not dispute the landlord's claim that no monies were collected from her for utilities throughout the duration of the tenancy. In addition to a copy of the tenancy agreement, documentary evidence to support this aspect of the landlord's claim

includes the related utilities invoices. In sum, I find that the landlord has established entitlement to the full amount claimed.

**\$250.00:** *cleaning and removal of garbage.*

There are no comparative results before me from move-in / move-out condition inspection reports. Further, there are no photographs or receipts in support of this aspect of the landlord's claim. Despite this, the tenant acknowledged that some discarded items were left behind when she vacated the unit. I therefore find on a balance of probabilities that the landlord has established entitlement limited to **\$25.00**.

**\$50.00:** *filing fee.* As the landlord has achieved a measure of success with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

**Sub-total: \$2,167.45** (\$1,600.00 + \$492.45 + \$25.00 + \$50.00)

I order that the landlord retain the security deposit of **\$400.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,767.45** (\$2,167.45 - \$400.00).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,767.45**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced 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: February 20, 2013

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Residential Tenancy Branch

