



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND MNDC MNR FF

Introduction

This hearing dealt with a cross applications by the parties. The landlord applied for a monetary order for unpaid rent, utility charges and cleaning costs. The tenant applied for a monetary order for money owed under the Act.

Issues to be Decided

Whether the landlord is entitled to a monetary order for unpaid rent, utility charges and cleaning costs?

Whether the tenant is entitled to a monetary order for money owed under the Act?

Background and Evidence

On August 15, 2008, the landlord collected a security deposit in the amount of \$550.00. The tenant began her tenancy on the same day with an obligation to pay a monthly rent in the amount of \$1100.00 due in advance on the first of each month. On September 25, the landlord served the tenant with a notice to end tenancy for landlord's use of property. On October 15, the tenant moved out. On the same day, the landlord returned the tenant's security deposit to the tenant.

Since the tenant moved out, she had found out that the basement tenants have moved into her rental unit.

Issue #1 – Whether the landlord is entitled to a monetary order for unpaid rent, utility charges and cleaning costs?

During the hearing, the tenant admitted that she owed the landlord rent for the period between October 1 and 15 in the amount of \$550.00. I therefore allow the landlord's claim for the ½ month's rent in the amount of \$550.00.

The tenant also admitted that she was responsible for \$187.50 utility charges and \$20.95 phone charges for a total of \$208.45. The tenant said however, that she had already paid the landlord an amount of \$187.50 as per the landlord's instructions stated as follows. On October 20, she put \$187.50 cash in an envelope and slipped it through a mail slot of a house that belonged to the landlord's relative. The tenant was unable to give the address of this house and she was uncertain as to what street the house was located on. The landlord said that the tenant never paid him \$187.50. Based on the above, I find, on a balance of probabilities, that the tenant has not yet paid the landlord \$187.50. Based on the above, I allow the landlord's claim for \$208.45 as outstanding utility and phone charges.

The tenant said that she was responsible for 50% of the cable charges. The landlord submitted two bills from Cable. The first one was for the period from September 18 to October 17 for the amount of \$6.29. I allow that landlord's claim for 50% of this bill in the amount of \$3.14. I dismiss the landlord's claim for the second bill for the reason that it was for the period from October 18 to November 17 which was after the tenancy ended.

The landlord is seeking to recover \$150.00 for carpet cleaning and \$350.00 for general cleaning. The landlord submitted no move-in or move-out condition

inspection reports, photos, receipts or invoices in support of his claim in this regard. The tenant said that she had to do substantial clean up of the rental unit when she moved in. Based on the above, I dismiss the landlord's claim for these charges.

Based on the above, I find that the landlord is entitled to a total claim of \$761.59 comprised of \$550.00 in unpaid rent and \$211.59 in utility charges.

Issue #2 – Whether the tenant is entitled to a monetary order for money owed under the Act?

On September 25, the landlord served the tenant with a notice to end tenancy for landlord's use of property. Section 51(1) states that if the tenant is served with such a notice, the tenant is entitled an amount of compensation equal to one month rent. I therefore allow the tenant's claim for one month rent in the amount of \$1100.00.

The tenant submitted a note from the landlord that formed part of his notice to end tenancy. This note states as reason for ending the tenancy as follows: "This is to notify you that as instructed by city I cannot rent the house." Since the tenant moved out, she had found out that the basement tenants have moved into her rental unit. Section 51(2) states that if the rental unit is not used for the stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice, the landlord must compensate the tenant an amount equal to double the monthly rent. Accordingly, I allow the tenant's claim for an additional \$2200.00.

Based on the above, I find that the tenant is entitled to a monetary order for the amount of \$3300.00.

Conclusion

Based on all of the above, I find that the tenant has established a total claim of \$2538.41. I grant the tenant an order under section 67 for the amount of \$2538.41. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 15, 2008