



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and utilities as well as to recover the filing fee for this proceeding. The Landlord claimed that the Tenants abandoned the rental unit on or about January 1, 2009 without giving him notice or providing a forwarding address. The Landlord said he did not have a means to contact the Tenants and it appeared they had not forwarded their mail. As a result, the Landlord said he served the Tenants with a copy of the Application and Notice of Hearing by registered mail to the rental unit address on January 29, 2009. I find that the hearing packages were sufficiently served on the Tenants pursuant to s. 71(2)(c) of the Act and the hearing proceeded in their absence.

Issue(s) to be Decided

1. Are there arrears of rent and utilities and if so, how much?

Background and Evidence

This tenancy started on June 1, 2007 and ended on or about January 1, 2009 when the Tenants moved without notice to the Landlord. Rent was \$585.00 per month plus a one-third share of the utilities for the rental property. The Landlord said the Tenants put a stop payment on their rent cheque for January, 2009 and as a result it was returned to him unpaid. The Landlord also said he sent the Tenants a demand for payment of the utility bill on September 18, 2008 for the period July 1 – December 31, 2008, however that amount remains unpaid.

Analysis

Section 45 of the Act says that a Tenant must give a Landlord one clear months notice in writing that they are ending the tenancy. I find that the Tenants did not give the Landlord notice that they were ending the tenancy and as a result, the Landlord is entitled to recover rent for January, 2009 in the amount of \$585.00. Pursuant to the

Parties' tenancy agreement, I also find that the Landlord is entitled to recover \$20.00 for a late payment fee.

The Landlord also sought to recover \$251.35 which he said was the Tenants' 1/3 portion of the utility bill. The utility statement provided by the Landlord shows that it is for water usage as well as sewer, garbage collection and recycling. The Parties' tenancy agreement, however, states that the Landlord is responsible for garbage removal. Consequently, I find that the Tenants are responsible for 1/3 of \$661.81 or \$220.60.

As the Landlord has been successful in this matter, he is also entitled to recover his \$50.00 filing fee for this proceeding.

Conclusion

A Monetary Order in the amount of **\$875.60** has been issued to the Landlord and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, the Order may be enforced in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.