

DECISION

Dispute Codes: MNR, MNDC, FF

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and utility charges.

On May 1, 2007, the tenant began a fixed term tenancy ending May 1, 2008. A monthly rent in the amount of \$2800.00 was payable in advance on the first day of each month. On March 29, 2008, both parties agreed to extend the tenancy till July 1, 2008. At the end of May, 2008, both parties again agreed to extend the tenancy till the end of July 2008.

Issue #1 – Is the landlord entitled to a monetary order for unpaid rent?

The landlord is seeking recovery of the July rent in the amount of \$2800.00. The tenant said that the landlord had agreed to extend her tenancy till July 15 and that she moved out of the rental unit on July 15. She referred to her bank statement which shows that on July 2, she had paid \$1400.00 as rent for the period from July 1 to 15. The landlord maintained that their agreement was for the tenancy to continue till the end of July and not July 15. The landlord explained that the \$1400.00 he received on July 2 was payment for the outstanding utility charges. The landlord added that at the time, the tenant said that she would pay the July rent and all outstanding utility charges by the end of July but the tenant did not do so. I note that a document from the City of West Vancouver shows that the tenant was served with a document at the rental unit on July 17, 2008 at 9:33 am. Based on the above, I find the tenant's testimony with respect to the agreed upon length of her tenancy in July not to be credible. I also find that the landlord has proven that there was an agreement to extend the tenancy till the end of July and that the tenant has not paid the outstanding July rent. Accordingly, I allow the landlord's claim for \$2800.00 as the July rent.

Issue #2 – Whether the landlord is entitled to a monetary order for outstanding utility charges?

The landlord is seeking recovery of outstanding utility charges and submitted copies of the utility bills that total to \$2202.91.

The tenant denied that she was responsible for the utility charges. She said that the landlord forgot to fill in section 3 of the tenancy agreement. She also submitted a letter from an individual who stated that she was a witness when the tenancy agreement was signed and at the time, the tenant did not agree to pay the utility charges. I have not accepted the tenant's assertion for these reasons. On March 30, 2007, the tenant signed the tenancy agreement which does not specify the inclusion of any of the utilities in the rent. At the same time, no evidence was adduced to indicate that the tenant had asked the landlord to amend the tenancy agreement throughout her 15 months tenancy. I also note that the utility bills were in the name of the tenant from January 1, 2007 to March 31, 2008. Based on the above, I find that the landlord has proven that the tenant is responsible for the utility charges.

As for the amount of the utility charges claimed by the landlord, I note that a utility bill for the amount of \$191.20 is for the period from January 1 to March 31, 2007. Since the tenancy did not begin until May 1, 2007, I am denying the landlord's claim for this amount. I also note that a utility bill for the amount of \$254.63 is for the period from April 1 to June 30, 2007. Since the tenancy began on May 1, 2007, the prorated amount should be \$169.75. I also note that a utility bill for the amount of \$362.05 is for the period from July 1, to September 30, 2008. Since the tenancy ended on July 31, 2008, the prorated amount should be \$120.68. Based on the above, I find that the total amount of utility charges payable by the tenant should be \$1685.46. The landlord acknowledged receipt of \$1400.00 from the tenant on July 2 as payment towards the outstanding utility

charges. Therefore, the outstanding utility charges should be \$285.46 and I allow the landlord's claim for this amount.

Based on the above, I find that the landlord has established a total claim of \$3085.46 comprised of \$2800.00 in unpaid rent and \$285.46 in outstanding utility charges. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$3135.46. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 02, 2009.