

Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNR, MNSD, MNDC, FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This Hearing was scheduled to determine the Landlord’s application for a monetary order for unpaid rent and utilities; a monetary order for damages; and to recover the cost of the filing fee from the Tenant.

I reviewed the evidence provided by the Landlord prior to the Hearing. The Landlord gave affirmed testimony and this matter proceeded on its merits.

Issues to be determined

1. Is the Landlord entitled to a monetary order and if so, in what amount?
2. Is the Landlord entitled to recover the cost of the filing fee from the Tenant?

Background and Evidence

Facts on which the parties agree:

- There was a written tenancy agreement.
- The Tenants paid a security deposit in the amount of \$400.00 on December 7, 2004. The Landlord kept the security deposit when the Tenants vacated the rental unit on February 14, 2009, and applied it towards unpaid rent.
- Monthly rent was \$860.00. After application of the security deposit, the Tenants owe the Landlord \$860.00 in unpaid rent.

- There was no move-in inspection or move-out inspection done. The Tenants did not shampoo the carpets before they vacated the rental unit.
- The parties had an agreement that the Tenants would pay 40% of the utility bill and the upstairs Tenants would pay 60%. Utilities were in the Landlord's name.

The Landlord gave the following testimony:

- The upstairs tenants moved out in November, 2008. The Landlord submitted that the Tenants should therefore be responsible to pay all of the utilities after November, 2008, as they were the only occupants in the building.

The Tenants gave the following testimony:

- The Tenants submitted that they should only pay 1/3rd of the hydro, as the Landlord was using the utilities in the upstairs suite for making renovations after the upstairs tenants left.

Analysis

The Landlord kept the security deposit in the amount of \$400.00 and applied it towards outstanding rent, but did not calculate interest that had accrued on the security deposit from December 7, 2004.

The agreement was that the Tenants pay 40% of the utilities billed to the rental property. There was no subsequent agreement made after the upstairs tenants moved out. Therefore, I find that the Tenants remain responsible for 40% of the utilities after the upstairs tenants moved out. The Landlord submitted documentary evidence that the utility bills totaled \$637.25. Therefore, the Tenants' portion of the bills is \$254.90.

Based on the testimony of both parties, I find that the Tenants are in arrears for rent in the amount of \$860.00

The Tenants agreed that the carpets were in need of shampooing when they left the rental unit. The Landlord submitted an invoice in the amount of \$154.35 for the cost of shampooing the carpets, which included a 25% discount. I find in favour of the Landlord in the amount of \$154.35 for the cost of shampooing the carpets.

The Landlord has established a Monetary Order, as follows:

Unpaid rent	\$860.00
Cost of shampooing carpets	\$154.35
Unpaid utilities	\$254.90
Filing fee	50.00
SUBTOTAL	\$1,319.25
Less interest owed to the Tenants on security deposit	-\$
TOTAL AMOUNT DUE TO THE LANDLORD	\$1,550.00

Conclusion

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **two days after service on the Tenant**. This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I HEREBY FIND in favor of the Landlord's monetary claim in the amount of \$1,550.00 against the Tenant. The monetary Order must be served on the Tenant and is enforceable through the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

Dated: July 16, 2009.
