



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

**MNR, MNSD, FF**

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were personally served to each Tenant on July 10, 2009 at 3:50 pm at the Tenant's service address indicated on the Application for Dispute Resolution. The Landlord testified that he handed the documents to the female Tenant who told him to place the male Tenant's copy on the ground, in order to avoid a conflict. The Landlord stated he told the Tenants the nature of the documents and that the Landlord's business partner was present as a witness to this service. These documents are deemed to have been served in accordance with section 89 of the *Act*; however the Tenants did not appear at the hearing.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent?

Is the landlord entitled to retain the deposit paid?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The tenancy agreement requires the Tenants to pay monthly rent of \$1,500.00. The Tenants paid a security deposit of \$800.00 on October 21, 2008.

The Landlord provided affirmed testimony that the Tenants failed to pay rent in January, February, March and April, 2009. The Landlord stated that he had tried to reach the Tenants and that on April 2, 2009 he emailed the Tenants providing them with 24 hours notice to enter. The landlord stated that on April 4, 2009 he discovered that the Tenants

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had moved out of the rental unit without providing any notice. The Landlord stated that the Tenants made two payments; one of \$500.00 on February 23, 2009 and a second in the sum of \$1,500.00 on May 8, 2009.

The landlord stated that the tenancy agreement required the Tenants to pay utility costs. A copy of the residential tenancy agreement was submitted as evidence. The Landlord testified that he had made several requests to the tenants that they ensure the utilities had been transferred. The Landlord stated that on April 7, 2009 he discovered that he transfer had not occurred and that the Tenants had accrued a Terasen gas bill in the sum of \$1,558.37. A copy of the gas bill was submitted as evidence.

The Landlord stated that the rental unit was not properly cleaned and that there were items left in the refrigerator, the stove was dirty, no vacuuming had occurred, the bathroom required cleaning and that this two storey home required 8.5 hours of cleaning costing \$161.50. The Landlord submitted a copy of an invoice for the cleaning costs.

The landlord has claimed late fees and NSF fees in the sum of \$30.00.

## Analysis

In the absence of evidence to the contrary, I find that the Tenants have not paid rent owed from February to April 2009 in the sum of \$4,000.00. I find that the Tenants failed to place the utilities in their names and that the residential tenancy agreement did not include utility costs; therefore I find the Landlord is entitled to compensation for the gas bill in the sum of \$1,558.37. As the Landlord was unable to arrange a move-out condition inspection and, based upon the Landlord's testimony in the absence of the Tenants, I find that the Landlord is entitled to cleaning costs in the sum of \$161.50.

As the residential tenancy agreement does not include a clause requiring payment of late or NSF fees, the Landlord's claim for those fees is dismissed without leave to reapply.

I find that the Landlords application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$802.36 in partial satisfaction of the monetary claim.



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## Conclusion

I find that the Landlord has established a monetary claim, in the amount of **\$5,769.87**, which is comprised of \$4,000.00 in unpaid rent, \$1,558.37 in unpaid utilities, \$161.50 in cleaning costs and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of **\$802.36**, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of **\$4,967.51**. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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: October 29, 2009.

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Dispute Resolution Officer