

DECISION

Dispute Codes: MNR and FF

Introduction

This application was brought by the landlords seeking a Monetary Order for rent and utilities claimed to have been left unpaid at the conclusion of the tenancy. The landlords also sought to recover the filing for this proceeding.

Despite having been served with the Notice of Hearing served by register mail, and as she stated would be the case in her letter of March 25, 2010 submitted into evidence, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing which proceeded in her absence.

Issue(s) to be Decided

This matter requires a decision on whether the landlords are entitled to a Monetary Order for the unpaid rent and utilities.

Evidence

According to written evidence submitted by the tenant, this tenancy began on October 1, 1994 and the tenant vacated the rental unit pursuant to a Notice to End Tenancy for landlord use on or about September 7, 2009. Rent was \$810 per month and there was no security deposit.

During the hearing, landlords gave evidence that the tenant had been served with the two-month notice to end the tenancy on July 23, 2009, under which notice the tenant

would have been entitled to receive the last month's rent free under section 50 of the Act. The free month was to be for September 2009.

The landlords stated that the tenant did not pay the rent for August or September of 2009 and they had issued a second Notice to End Tenancy (for unpaid rent) on August 26, 2009. The landlords claim payment of one month's rent.

The landlords further stated that, while there is no written tenancy agreement, the long standing unwritten agreement had required that the tenant pay utilities. They submitted into evidence copies of the gas bill for the period August 6 to September 4, 2009 for \$52.14 and the hydro bill for the period July 9 to September 8, 2009 for \$572.23 with a claim that the tenant had not paid them.

Analysis

Under section 50(1)(a) of the *Act*, the tenant would have been permitted to end the tenancy with 10-days notice if she had provided written notice and if the subsequent notice for unpaid rent had not been a factor. However, the landlords gave evidence that the tenant had not given written notice and had not paid the August rent. Therefore, I find that the landlords are entitled to recover the one month's rent as claimed.

In addition, I find that the utilities bills covered a period during which the tenant was responsible for the rental unit and that the landlords are entitled to recover the payments from the tenant. Having found merit in the landlords' application, I find that they are entitled to recover the filing fee for his proceeding from the tenant.

In total, I find that the tenant owes to the landlords an amount calculated as follows:

Unpaid rent	\$810.00
Gas bill	54.14
Hydro bill	572.23
Filing fee	50.00
TOTAL	\$1,486.37

The landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$1,486.37, for service on the tenant.

April 7, 2010.