

DECISION

Dispute Codes

MNR, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for unpaid rent and utilities, and to recover the filing fee for this proceeding.

Service of the hearing documents was done in accordance with section 89 of the *Act*. They were sent to the tenant by registered mail on February 26, 2010. The tenant confirmed she had received them.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence, make submissions and to cross-examine the other party. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent and utilities?

Background and Evidence

Both Parties agree that this month to month tenancy started on February 01, 2009. Rent for this unit was \$650.00 and the tenants' original share of the utilities was \$90.00. This share increased to \$120.00 in July, 2009 after another adult moved into the rental unit with the tenant and the tenant agreed to pay the additional amount towards utilities. The tenant paid a security deposit of \$325.00 on February 01, 2009.

The landlord testifies that the tenant gave him a written notice to end the tenancy on January 28, 2010. This letter stated that the tenant was giving the landlord 30 days notice and the tenancy would end on February 28, 2010.

The landlord testifies that the tenant did not pay rent for February, 2010 and moved from the rental unit on February 15, 2010. The landlord states the tenant did not pay the utilities for this month either. The landlord claims the heating had to be left on in the tenants unit after she has moved out due to the time of year to prevent pipes freezing.

The landlord also seeks to recover his filing fee paid for this application from the tenant.

The tenant testifies that she told the landlord verbally that she would be out of the rental unit on February 15, 2010. The tenant states she thought her security deposit would cover the rent she owed for the 15 days in February. She states she did not put this in writing to the landlord to notify him that he could keep the deposit but states at the hearing that the landlord may retain the deposit to offset against rent owed for the first 15 days of February, 2010. The tenant also claims she is happy to pay \$60.00 towards her outstanding utility bill but feels as she moved from the rental unit on February 15, 2010 that she should not have to pay for the remainder of February, 2010.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I refer both Parties to section 26 of the Act which says a tenant must pay rent on the day it is due under the tenancy agreement. I find the tenant gave the landlord her written notice to end the tenancy for February 28, 2010. The tenant argues that she moved from the rental unit on February 15, 2010 and should therefore not be liable for rent or utilities after this time. However, a landlord is entitled to rent on the day it is due and as the tenant gave notice to end the tenancy on February 28, 2010 this would be the earliest day the tenancy could end. Consequently, I find the tenant does owe rent for the whole month of February, 2010. I find the landlord is entitled to recover rent for February, 2010 of \$650.00 pursuant to s. 67 of the *Act*. I further find the landlord is entitled to recover the unpaid utilities for the whole month of February, 2010. The tenant agreed that this was the agreement she had with the landlord and had been paying her utilities to the landlord since July, 2010. Consequently, I find the landlord is entitled to a monetary award of \$120.00 pursuant to s.67 of the *Act*.

As the landlord has been successful with his claim I find he is also entitled to recover the filing fee of \$50.00 from the tenant pursuant to s. 72(1) of the *Act*.

The tenant has agreed that the landlord may retain her security deposit held of \$325.00 against outstanding rent and a Monetary Order has been issued for the following amount:

Outstanding rent for February, 2010	\$650.00
Filing fee	\$50.00
Subtotal	\$820.00
Less security deposit	(\$325.00)
Total amount due to the landlord	\$495.00

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$495.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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: June 09, 2010.

Dispute Resolution Officer