

DECISION

Dispute Codes MNR, MNDC, FF, SS

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for unpaid rent or utilities and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order permitting the landlord to serve documents or evidence in a different way than required by the *Act*, and to recover the filing fee from the tenant for the cost of this application. The tenant did not attend the hearing.

The landlords testified that they attempted to serve the notice of hearing package and evidence that they intended to rely on at the hearing upon the respondents by registered mail however, the packages were returned by the post office marked "unclaimed." The landlords have provided me with the envelopes and contents that clearly show that the documents were sent by registered mail to the tenants and their evidence is that the address used is an address provided by the subsequent landlord of the tenants. I find that the landlords have served the documents as required under the *Residential Tenancy Act* and the landlords do not require an order for substitutional service. Therefore, that application is dismissed.

Issues(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent or utilities?

Are the landlords entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlords testified that they received an order of possession and a monetary order from a previous dispute resolution hearing. The monetary order included rent owed to the end of September, 2009, and that order was issued on September 29, 2009. The landlords also obtained an Order of Possession at that time. The tenants did not comply with the Order of Possession and were removed from the rental unit by a Court Bailiff on October 14, 2010.

This tenancy began on March 1, 2008 as a fixed term tenancy to expire on March 1, 2009 and then reverted to a month-to-month tenancy thereafter. Rent in the amount of \$2,100.00 was payable in advance on the 1st day of each month. A security deposit was collected by the landlords from the tenants, which was dealt with by the previous dispute resolution hearing.

The landlords are now claiming rent for the month of October, 2009, unpaid utilities and damages from the tenants. They testified that the tenancy agreement does not provide for electricity or heat for the tenants. The landlords provided a copy of hydro bills and gas bills, and are claiming one third of those bills. The first hydro bill provided is in the amount of \$312.12 covering the period of July 24 to September 24, 2009. The next bill is in the amount of \$282.06 covering the period September 25 to November 24, 2009. The landlords also provided Terasen Gas bills for \$79.36 for August 24 to September 24, 2009 and \$103.18 for September 24 to October 23, 2009. One third of those bills is equal to \$258.90.

They also provided oral evidence that carpet cleaning was required, and an invoice showing that they paid a professional carpet cleaner \$158.76 on October 29, 2009. Another invoice was provided for cleaning services in the amount of \$300.56 on October 26, 2009.

The landlords are also claiming the fees paid to the Court for enforcement in the amount of \$111.00, and for the Court Bailiff for moving the tenants once the Order of Possession was granted. The amount of that bill is \$4,865.54.

Analysis

Based on the testimony of the landlords, I find that the tenants were served with the Landlord's Application for Dispute Resolution and notice of hearing package as required under the *Residential Tenancy Act*.

I also find that the landlord has established a claim for \$2,100.00 in unpaid rent.

I have examined the utility bills as provided by the landlords, and I find that the tenants are only required to pay one third up to the date they were moved from the residence, being October 14, 2009. As a result, I find that the landlords have established a claim in the amount of \$185.37 against these tenants for utilities.

I also find that the Court Bailiff costs are recoverable as costs incurred by the landlords during the tenancy and I am satisfied that the landlords have established that claim in the amount of \$4,865.54.

The filing fee paid to the Supreme Court in the amount of \$111.00 is not recoverable through dispute resolution, but may be claimed against the tenants through that Court.

The landlords are also entitled to the cleaning costs claimed in the amount of \$459.32.

The landlords are also entitled to recovery of the \$100.00 filing fee.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$7,710.23. This order may be filed in the 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: June 29, 2010.

Dispute Resolution Officer