

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for an Order of Possession for unpaid rent, and order to retain the security deposit in partial satisfaction of the claim, a monetary order for unpaid rent, a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee from the tenants for the cost of this application.

Despite being served with the Landlord's Application for Dispute Resolution and hearing package by registered mail on May 5, 2010, the tenants did not attend the hearing.

At the outset of the hearing, the landlord stated that the tenants had moved from the rental premises on May 10, 2010, and therefore, the Order of Possession is no longer required. I therefore dismiss that portion of the landlord's application.

Issues(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or utilities?

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

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

This fixed term tenancy began on August 1, 2009 and was to expire on June 30, 2010. Rent in the amount of \$1,600.00 per month was payable in advance on the 1st day of

each month. On July 6, 2009 the landlord collected a security deposit from the tenants in the amount of \$800.00.

The landlord testified that he had served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on April 26, 2010, which included unpaid utilities, but the landlord also testified that he had not given a 30 day demand for payment of utilities as required under the *Act*. A copy of that notice was not provided in advance of the hearing however the landlord testified that the amount of utilities outstanding is \$773.89. The tenancy agreement, a copy of which was provided in advance of the hearing, shows that water, electricity and heat are not included in the rent. He also stated that the tenant was supposed to put the water bill in his name but the landlord received the bill every 3 months. He would then give the bills to the tenants. After the third bill, the landlord had the account transferred into the tenant's name. The landlord is not sure if the tenants moved as a result of the notice issued; it said that the expected move-out date was May 7, 2010 and the tenants moved out May 10, 2010.

The landlord is claiming unpaid rent for the months of May, 2010 and June, 2010 in the amount of \$3,200.00 as well as \$773.89 for unpaid utilities, \$400.00 for cleaning, \$150.00 for hauling, \$182.00 for carpet cleaning and \$114.74 for changing the locks because the tenants did not return all of the keys.

A copy of the condition inspection report was provided in advance of the hearing, as well as photographs of the condition of the unit after the tenants had moved out. Those exhibits show that the unit had not been cleaned prior to vacating. The inspection report also shows that the female tenant had agreed that the landlord retain the security deposit due to the circumstances and she signed it on May 8, 2010.

The landlord provided documentation to support his claims. The water account bill is in the amount of \$773.89 up to May 27, 2010, and he provided receipts for \$114.74 for having the locks changed on May 12, 2010, a receipt for carpet cleaning in the amount of \$182.00 dated May 18, 2010, all showing the dispute address, as well as a receipt for \$150.00 for pick-up and delivery of garbage dated May 13, 2010 and a cleaning bill

showing 16 hours @ \$25.00 per hour, totalling \$400.00 which the landlord testified all relate to the dispute address.

Analysis

Based on the evidence provided, I am satisfied that the landlord has established a claim for outstanding rent, utilities, hauling and cleaning. The landlord is also entitled to recover the filing fee from the tenants. I do not agree that the landlord is entitled to rent for the month of June, 2010 because the landlord has not demonstrated that he attempted to re-rent the unit after the tenants had vacated and the unit was cleaned, nor do I have any evidence before me that the cleaning could not have been done sooner than it was and there is no date on the cleaning bill.

Conclusion

I order that the landlord retain the deposit and interest of \$800.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,470.63. 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