

## **DECISION**

**Dispute Codes**      MNR, MND, MNDC, MNSD, FF

### **Introduction**

This matter dealt with an application by the Landlords for a monetary order for unpaid rent and utilities, for compensation for cleaning expenses, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlords' application named two individuals as Tenants however, the copy of the tenancy agreement provided as evidence indicates that only one of those individuals is named as a Tenant. Consequently, the Landlords' application and the style of cause in this matter are amended to remove one of the named individuals as a Party in this proceeding.

The Landlords said they served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 3, 2010. The Landlords said that prior to the end of the tenancy, the Tenant gave the Landlords the street name of their new residence and shortly thereafter the Landlords found the street number by searching for their home based business and later confirmed that this was the Tenant's new residence. The Landlords said the Tenant did not pick up the hearing package and it was returned to them. Based on the evidence of the Landlords, I find that the Tenant was served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### **Issues(s) to be Decided**

1. Are there arrears of rent and utilities and if so, how much?
2. Are the Landlords entitled to recover cleaning expenses and if so, how much?
3. Are the Landlords entitled to compensation for other expenses and if so, how much?
4. Are the Landlords entitled to keep the Tenant's security deposit?

### **Background and Evidence**

This month to month tenancy started on October 28, 2009 and ended on February 28, 2010 when the Tenant moved out. Rent was \$1,850.00 per month payable in advance on the 1<sup>st</sup> day of each month plus utilities. The Tenant paid a security deposit of \$925.00 at the beginning of the tenancy.

The Landlords said the Tenant's rent cheque for January 2010 was returned for insufficient funds. The Tenant subsequently made a partial payment of \$1,000.00 leaving rent arrears for January of \$850.00. The Landlords said the Tenant did not pay rent for February 2010. The Landlords also said that the Tenant did not put the hydro bill in her name at the beginning of the tenancy as she was supposed to do and as a

result, the Landlords had to pay approximately \$100.00 for the Tenant's use of hydro for the period October 28 – November 15, 2009. The Landlords said the Tenant never reimbursed them for this amount. The Landlords also claim that the Tenants did not pay their final water bill (which is in the Landlords' name) of \$93.75 and that they also incurred a \$100.00 disconnection fee because the Tenant was delinquent in paying them for the bill.

The Landlords said that they completed a move in inspection report with the Tenant and gave her the original copy to make a copy for herself but she refused to return the report to them. The Landlords said that on February 27, 2010, they met the Tenant at the rental unit to arrange a move out inspection but the Tenant refused to cooperate and had moved out by the following morning. Consequently, the Landlords said on February 28, 2010 they did a move out condition inspection report without the Tenant and took pictures of the rental unit. The Landlords claim that the Tenant left a great deal of garbage on the rental property (2 large trailer loads) and did not leave the rental unit or yard reasonably clean.

The Landlords said their new tenants were supposed to move in on February 28, 2010 however due to the need to remove garbage and do general cleaning and carpet cleaning, the new tenants could not move in for 2 days and incurred hotel expenses of approximately \$400.00. The Landlords did not provide any documentary evidence in support of this part of their claim.

The Landlords sought to recover \$100.00 for their labour (which was approximately 4 hours) to remove garbage from the rental property, to sweep floors and to remove dog feces from the yard. The Landlords also provided an invoice for general cleaning in the amount of \$525.00 and for carpet cleaning in the amount of \$111.95.

### Analysis

In the absence of any evidence from the Tenant to the contrary, I find that there are rent arrears for January 2010 of **\$850.00** and for February 2010 in the amount of **\$1,850.00**. In the absence of an invoice for the alleged hydro arrears for the period October 28 – November 15, 2009, I find that there is insufficient evidence to support the amount sought by the Landlords and that part of their claim is dismissed with leave to reapply. I find that the Tenant owes **\$93.75** for a water bill, however, I also find that the Tenant should not be solely responsible for paying a disconnection fee. Section 7(2) of the Act says that a Party who suffers damage or loss must take reasonable steps to minimize their loss. In the circumstances, I find that the Landlords could have avoided a disconnection fee by paying the outstanding bill and as a result, I find that they should bear part of this expense. Consequently, I find that the Tenant should only be responsible for one-half of the disconnection fee or **\$50.00**.

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Based on

the oral and documentary evidence of the Landlords, I find that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy. Consequently, I find that the Landlords are entitled to be reimbursed for the following cleaning expenses:

Garbage removal:	\$100.00
General cleaning:	\$525.00
Carpet cleaning:	\$111.95

The Landlords said that their new tenants could not move in for two days due to the unclean condition of the rental unit at the end of the tenancy. Section 7(1) of the Act says that if a tenant does not comply with the Act (or tenancy agreement), the tenant must compensate the landlord for damage or loss that results. As indicated above, I find that the Tenant breached her duty under s. 37 of the Act to leave the rental unit reasonably clean at the end of the tenancy. However, in the absence of any receipts to support the Landlords' claim for hotel expenses, I find that there is insufficient evidence and as a result, that part of their claim is dismissed with leave to reapply.

As the Landlords have been successful in this matter, I find that they are entitled pursuant to s. 72 of the Act to recover the \$50.00 filing fee for this proceeding from the Tenant. I order the Landlords pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in partial payment of the monetary award. The Landlords will receive a monetary order for the balance owing as follows:

Unpaid Rent:	\$2,700.00
Unpaid Utilities:	\$143.75
Garbage removal:	\$100.00
General cleaning:	\$525.00
Carpet cleaning:	\$111.95
Filing fee:	<u>\$50.00</u>
Subtotal:	\$3,630.70
Less: Security deposit:	<u>(\$925.00)</u>
Balance Owing:	\$2,705.70

### Conclusion

The Landlords' application to recover unpaid hydro and hotel expenses is dismissed with leave to reapply. A monetary order in the amount of **\$2,705.70** has been issued to the Landlords and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 15, 2010.

---

Dispute Resolution Officer