

DECISION

Dispute Codes MND, MNR, FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damage to the rental unit; and to recover the cost of the filing fee from the Tenants.

Both parties attended and gave affirmed testimony

Background and Evidence

The rental unit is a trailer which is owned by the Landlord. The Landlord testified that the Tenant LH and the Landlord's daughter moved into the rental unit at some time in August, 2008. The Tenant RK moved in at some point in September, 2008. In mid-November, 2009, the Landlord's daughter moved out of the rental unit. The Tenants remained in the rental unit until the end of December, 2009, when they moved out without giving notice. The Landlord testified that the Tenants did not pay rent for the month of December, 2009.

The Landlord testified that monthly rent was \$600.00, but was reduced for the month of December to compensate the Tenants because the pipes froze. The Tenants did not pay the first month's rent or a security deposit because the trailer required considerable cleaning when the Tenants moved in. There was no written tenancy agreement between the parties.

The Landlord testified that the Tenants were responsible for paying for utilities, including gas, hydro and phone service. The Landlord testified that the Tenants were in arrears for utilities at the end of the tenancy.

The Landlord testified that the Tenants broke a window, for which the Landlord is seeking compensation.

The Landlord testified that the Tenants left garbage throughout the rental unit and food in the refrigerator at the end of the tenancy and did not clean the trailer before moving out. The Landlord testified that the Tenants' cats had ruined the carpets and that she had to rip them out and replace them.

The Landlord seeks a monetary order, as follows:

Unpaid rent for December, 2009 (reduced as agreed)	\$500.00
Unpaid rent for January, 2010	\$600.00

Unpaid gas bill	\$619.86
Unpaid hydro bill	\$241.60
Unpaid telephone bill	\$44.20
Compensation for Landlord's labour to clean the rental unit and dispose of garbage (30 hours at \$20.00 per hour)	\$300.00
Cost of replacing broken window	\$50.00
Total amount claimed by Landlord	\$2,547.01

The Tenants gave the following testimony

The Tenants testified that the rental unit was very poorly insulated and poorly maintained, which caused the pipes to freeze. They stated that they were freezing and that they had to put plastic on the windows and cover the doorways with blankets and stuff towels down the vents to avoid drafts. The Tenants testified that the breaker would blow often; the roof leaked causing mold to grow on a bedroom ceiling; and the carpets reeked of cat pee when they moved into the rental unit. The Tenants testified that there was no move-in inspection done when the tenancy began.

The Tenants stated that the Landlord's daughter was also a tenant until she moved out at the end of November, 2009, and therefore they feel she should also be held responsible for any outstanding utility bills and damages.

The Tenants testified that they were not responsible for the broken window and that they had advised the Landlord about it in early December so it could be fixed. The Tenants stated that they did not break the window and submitted that they would not have broken the window because it would have just added to their discomfort. The Landlord did not fix it and it added to the freezing temperatures in the rental unit.

The Tenants testified that they moved out because they had an opportunity to rent a more affordable, liveable trailer elsewhere.

The Tenants testified that the gas bill provided by the Landlord includes an amount for tank rental (\$112.00 per year for two years), for which they do not believe they should be responsible.

The Tenant LG testified that she paid the Landlord \$300.00 in December but did not get a receipt. The Tenants stated that they were in the habit of paying their share of rent to the Landlord independently.

The Tenants stated that the hydro bill should be split three ways, including the Landlord's daughter, as it was for a period of time when she still lived in the rental unit. The Tenants stated that the hydro use was high because they had to use the oven to help heat the trailer due to the lack of insulation.

The Tenants disputed the phone bill, stating that they cancelled the land line after the Landlord's daughter moved out. The Tenants stated that they didn't need a land line because they had a cell phone. The Tenants stated that the invoice they were provided by the Landlord is only the last page of three pages, and has no information with respect to which months the charges referred to, or what address the charges were for.

The Tenants stated that they left quickly and agreed that they did not clean the trailer before moving out. They stated that they would have been happy to clean it and offered to do so, but the Landlord did not give them an opportunity to do so.

Analysis

This is the Landlord's application and is the only application before me. The Tenants have not filed an application for dispute resolution.

Co-Tenants are jointly and severally responsible for paying rent and utilities during a tenancy, and for any damages that occur during the tenancy. What this means is that the Landlord can apply for monetary orders against any or all of the Tenants. It is up to the Tenants to apportion the cost between themselves.

Section 45 of the Residential Tenancy Act (the "Act") states:

Tenant's notice

- 45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
- (a) is not earlier than one month after the date the landlord receives the notice, and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that
- (a) is not earlier than one month after the date the landlord receives the notice,
 - (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
 - (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (3) If a landlord has failed to comply with a material term of the tenancy agreement or, in relation to an assisted or supported living tenancy, of the service agreement, and has not corrected the situation

within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is **after the date the landlord receives the notice**.

(4) A notice to end a tenancy given under this section must comply with section 52 *[form and content of notice to end tenancy]*.

(emphasis added)

In this case, the Tenants did not provide the Landlord with notice that they were ending the tenancy, and therefore I find that the Landlord is entitled to unpaid rent for the month of December, 2009, in the amount of \$500.0 and loss of rent for the month of January, 2010 in the amount of \$600.00.

With respect to the Landlord's application for the cost of replacing the broken window and the unpaid telephone bill, I find that the Landlord did not provide sufficient evidence to support these claims. These portions of her claim are dismissed.

The cost to rent a gas tank is not the responsibility of a tenant. The gas statement provided in evidence is for a period covering October 31, 2008 to January 19, 2010, and includes a charge of \$112.00 for tank rental for each of the years 2009 and 2010. At the bottom of the statement is a notation that \$112.00 is currently owing, and \$507.86 is more than 91 days overdue. Therefore, I find that the Tenants' responsibility for the overdue gas bill is \$507.86 less \$112.00 for the tank rental prior to 2010, and award the Landlord the amount of \$395.86 for this portion of her claim.

The Landlord has established her claim with respect to the unpaid hydro bill in the amount of \$241.60.

The Landlord seeks compensation for cleaning the trailer and disposing of garbage left by the Tenants. The Tenants stated that there was no move-in inspection done at the beginning of the tenancy and that the trailer was filthy when they moved in. The Tenants also testified that they left food and garbage in the trailer. It is not clear how much of the mess the Tenants were responsible for, however the Tenants agree that they were responsible for some of the garbage. Therefore, I provide the Landlord with a nominal amount of \$50.00 for this portion of her claim.

The Landlord has been successful in her application and is entitled to recover the cost of the filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent for December, 2009 (reduced as agreed)	\$500.00
Unpaid rent for January, 2010	\$600.00
Unpaid gas bill	\$395.86
Unpaid hydro bill	\$241.60
Compensation for Landlord's labour to dispose of garbage	\$50.00
Recovery of the filing fee	\$50.00

Total monetary award for the Landlord	\$1,837.46
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Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$1,837.46 against the Tenants. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) 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: July 27, 2010.

Dispute Resolution Officer