



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and for damage to the rental unit, site or property and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail to the tenant on May 13, 2010. Mail receipt numbers were provided by the landlord. The registered mail was returned to the landlord however the tenant was deemed to be served the hearing documents on May 18, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*. The landlord testifies that he also served the tenant in person.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

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

Background and Evidence

The landlord testifies that this tenancy started on October 01, 2007 and ended on September 30, 2009. The tenants monthly rent was \$500.00 which was due on the first of each month. The tenant paid a security deposit of \$210.00 on October 01, 2007.

The landlord testifies that the tenant was sent a warning letter about his late rent and unpaid utilities. The tenant did not pay these and was served with a 10 Day Notice to End Tenancy on August 12, 2009. Another warning letter was sent to the tenant on September 06, 2009 requesting the tenant to vacate the rental unit as per the 10 Day Notice. The tenant did not pay rent for July, August or September, 2009 and the landlord seeks to recover the sum of \$1,500.00. The landlord also seeks to recover \$75.00 in late fees for these three months.

The landlord testifies that the tenant did not pay his utilities and his power was cut off. At that time the tenant ran extension cords from his neighbours' sockets and stole electricity. The utility bill was added to the landlords' taxes and he seeks to be reimbursed the sum of \$656.23 for this.

The landlord seeks to recover the sum of \$350.00 in fees paid to his management company for work in numerous phone calls trying to contact the tenant, for garbage removal from the property and in dump fees paid to dump the garbage left behind by the tenant.

The landlord testifies that the tenant left the rental unit in a disgusting condition. The fridge was left with rotting food in it from when the power was cut off. This caused extensive mould and a rotten food smell which could not be removed despite cleaning. The landlord states the fridge was five years old and had to be replaced at a cost of \$787.35. The landlord also claims the cost of delivery and removal of the old fridge to the sum of \$65.00.

The landlord testifies that the tenant left the stove in a filthy condition. He claims it was beyond cleaning with years of grease burnt onto the stove top and oven. The stove was 10 years old

Residential Tenancy Branch
Ministry of Housing and Social Development

and had to be replaced at a cost of \$391.00. The landlord also seeks a delivery charge of \$40.00.

The landlord states the tenant did not return the keys to the unit at the end of the tenancy. The landlord seeks to recover the cost of changing the locks and keys at a sum of \$40.00. The landlord also seeks to recover his filing fee for this application.

The landlord has provided the following evidence, photographs of the unit showing the garbage and belongings left behind, photographs showing the condition of the fridge and stove, the 10 day Notice, the warning letters, a copy of the tenancy agreement and invoices.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant I have considered the landlords evidence only. With regard to the landlords claim for unpaid rent for July, August and September, 2009; Section 26 of the Act states a tenant must pay rent on the day it is due under the tenancy agreement. The landlord has provided a copy of the 10 Day Notice given to the tenant and he states the tenant also failed to pay rent for September, 2009 after this notice was given. Consequently I find the landlord has established his claim for unpaid rent to the sum of **\$1,500.00** pursuant to section 67 of the *Act*.

The landlord has also applied for \$75.00 in late fees for these months. However, the landlord is not entitled to recover late fees from a tenant unless he has included a section in the tenancy agreement or addendum which notifies the tenant that the landlord will make this charge.

The landlord has provided a copy of the Hydro bill and a statement of his account to show this charge was applied to his taxes. Consequently, I find the landlord has established his claim for unpaid utilities to the sum of **\$656.23** pursuant to section 67 of the *Act*.

Residential Tenancy Branch
Ministry of Housing and Social Development

With regards to the landlords claim for work carried out by his management company. I find the landlord has provided evidence to support this section of his claim and therefore I find he is entitled to recover the sum of **\$350.00** pursuant to section 67 of the *Act*.

With regard to the landlords claim for a new stove and fridge; I have considered the landlords claim in this matter and find as the fridge was five years old and the stove was 10 years old the landlord would not be entitled to recover the full cost of replacing this appliances as some depreciation would have occurred. The normal life of a fridge is 15 years; therefore the deprecation would be one third. I find the landlord is entitled to recover the sum of **\$524.90** for the fridge. The normal life of a stove is 15 years, therefore the depreciation would be two thirds the landlord would be entitled to recover the sum of **\$130.66**. I find the landlord is entitled to recover the costs for delivery of the new appliances to the total sum of **\$105.00** pursuant to section 67 of the *Act*.

With regard to the cost involved in charging the locks to the rental unit; I find the tenant did not return his keys to the unit at the end of the tenancy therefore the landlord is entitled to change the locks and recover this sum from the tenant. Consequently, I find the landlord is entitled to recover the sum of **\$40.99** pursuant to section 67 of the *Act*.

As the landlord has been largely successful with his claim I find he is entitled to recover his **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the following amount:

Unpaid rent for July, August September, 2009	\$1,500.00
Fees to management company	\$350.00
Fridge	\$524.90
Stove	\$130.66
Delivery charges	\$105.00
Replacement locks and keys	\$40.99
Filing fee	\$50.00
Total amount due to the landlord	\$3,357.78



Dispute Resolution Services

Page: 5

Residential Tenancy Branch
Ministry of Housing and Social Development

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$3,357.78**. 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: September 21, 2010.

Dispute Resolution Officer