



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent and utilities, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. It is apparent from information on the Application for Dispute Resolution that the Landlord is also applying for damages to the rental unit and the Application has been amended accordingly

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the service address noted on the Application, on May 17, 2010. The envelope was returned to the Landlord by Canada Post, with documentation that indicates the envelope was refused by the recipient. A copy of the returned envelope was submitted in evidence. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent, unpaid utilities, and damages to the unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The Agent for the Landlord stated that this tenancy began on February 01, 2007; that the Tenant was required to pay monthly rent of \$852.00 during the latter part of the tenancy; that the rent was due, in advance, on the last day of the previous month; that the Tenant paid a security deposit of \$392.00 on January 04, 2007; that the Tenant gave notice of his intent to vacate the rental unit on April 30, 2010; that the Tenant

vacated the rental unit on April 04, 2010; and that the Tenant did not pay rent for April of 2010. A copy of the tenancy agreement was submitted in evidence.

The Agent for the Landlord stated that they rented the rental unit to another Tenant for April 22, 2010 and only experienced a loss of revenue for April in the amount of \$591.20. The Landlord is seeking compensation for unpaid rent from April, in the amount of \$591.20.

The Landlord is claiming compensation of \$70.00 for cleaning the carpets and \$78.75 for cleaning the drapes. The Tenancy agreement stipulates that the Tenant must clean the carpets and the blinds at the end of the tenancy. The Agent for the Landlord stated that it does not appear that the blinds and carpets were cleaned at the end of the tenancy and the Tenant submitted no evidence to show that he had complied with this term of the tenancy agreement. The Landlord submitted receipts to show that \$78.75 was paid to clean the drapes and \$69.99 was paid to clean the carpets.

The Landlord is seeking compensation, in the amount of \$25.00, as the Tenant did not pay rent when it was due on April 01, 2010. In the tenancy agreement the Tenant agreed to pay a fee of \$25.00 whenever he is late paying rent.

The Landlord is seeking compensation, in the amount of \$20.00, for a hydro bill from March of 2010. The Landlord stated that the Tenant was required to pay his own hydro costs; that he did not pay his hydro bill from March of 2010; and the amount of the bill was charged back to the Landlord by the City of New Westminster. The Landlord did not submit a copy of the hydro bill in evidence.

### Analysis

I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$852.00 in advance, on the last day of the previous month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant did not pay rent for April of 2010, which resulted in a loss of revenue for the Landlords amount of \$591.20. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Landlord is entitled to their claim of \$591.20 for unpaid rent.

I find that the tenancy agreement requires the tenant to clean the carpets and the blinds at the end of the tenancy. Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find the Tenant did not comply with this term of the tenancy agreement and I therefore find that the Landlord is entitled to the costs for cleaning the carpets and the blinds, which were \$148.74.

As the Tenant did not pay his rent when it was due on April 01, 2010 and the tenancy agreement requires the Tenant to pay a fee of \$25.00 whenever rent is not paid when it

is due, I find that the Landlord is entitled to a late fee of \$25.00 for the month of April of 2010.

In the absence of evidence to the contrary, I find that the Tenant was responsible for paying his own hydro costs and that he did not pay his bill from March of 2010. In addition to establishing that a tenant owes a utility bill, a landlord must also accurately establish the amount of the bill whenever it is claiming compensation. In these circumstances, I find that the Landlord failed to establish the true cost of the unpaid hydro bill. In reaching this conclusion, I was strongly influenced by the absence of a copy of the bill. On this basis, I hereby dismiss the Landlord's claim for compensation for the hydro bill.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$814.94, which is comprised of \$591.20 in unpaid rent; a \$25.00 late fee; cleaning costs of \$148.74; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$403.80, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$411.14. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: September 28, 2010.

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Dispute Resolution Officer