



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR; MNR; MNDC; FF

Introduction

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

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Preliminary Matters

At the outset of the Hearing, it was determined that the Tenants have moved out of the rental unit. Therefore, the Landlord's application for an Order of Possession is dismissed.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent and utilities in the amount of \$935.00 and loss of rent in the amount of \$650?

Background and Evidence

The parties agreed on the following facts:

The Tenancy began on September 1, 2007. The Tenant KK paid a security deposit in the amount of \$200.00 on September 15, 2007. Monthly rent was \$575.00, due on the

8th day of each month. The Tenant KK was required to pay \$75.00 for utilities, due on the 15th day of each month.

On September 11, 2010, the Landlord served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenants' door at the rental unit.

The Landlord gave the following testimony and evidence:

The Tenants owe rent for the month of July in the amount of \$285.00. The Tenants did not pay rent or hydro for the month of September, 2010.

On September 27, 2010, the Landlord discovered that the Tenants had moved out of the rental unit. The Tenants did not return the keys to the Landlord and did not clean the rental unit or shampoo the carpets at the end of the tenancy and left a lot garbage behind. The Landlord seeks damages in the amount of \$324.00 for the cost of the professional cleaner and his time in cleaning the rental unit.

The Landlord paid a professional cleaner \$224.00 to shampoo the carpets and clean the rental unit. He also did some cleaning in the rental unit and seeks \$100.00 for his efforts. He was able to re-rent the rental unit for October 1, 2010.

The Landlord asked to set off the security deposit in partial satisfaction of his monetary award.

The Tenant KK gave the following testimony:

The Tenant KK testified that the Tenant GW was not a tenant. She stated that this Application had nothing to do with him, as he was just a house guest or occupant.

The Tenant KK agreed that she owed rent for the month of July, 2010 in the amount of \$285.00. She disputed the Landlord's claim for unpaid rent and utilities for September,

because he issued a Notice to End Tenancy and she was out of the rental unit by September 19, 2010.

Analysis

There was no evidence that the Tenant GW ("GW") was a tenant of the Landlords. The tenancy agreement was between the Landlord and the Tenant KK. GW did not pay rent to the Landlord. There was no evidence that GW entered into a tenancy with the Landlord, and I find that GW was not a tenant. The Landlord's application against GW is dismissed.

I am satisfied that the Landlord served the Tenant KK with the Notice to End Tenancy in accordance with the provisions of Section 88(g) of the Act. Service of documents in this manner is deemed to be effected 3 days after posting the documents. Therefore, I find that the Tenant KK was served with the Notice to End Tenancy on September 14, 2010, and the effective date for the end of the tenancy was September 24, 2010. The Landlord is entitled to unpaid rent and utilities for September in the amount of \$650.00.

The Landlord ended the tenancy and was able to re-rent the rental unit for October 1, 2010. Therefore, the Landlord is not entitled to loss of rent for the month of October, 2010.

The Landlord has established a monetary award for unpaid rent and utilities in the amount of \$935.00.

The Landlord has been successful in his application and is entitled to recover the cost of the filing fee from the Tenant KK.

Pursuant to the provisions of Section 72(1) of the Act, the Landlord may apply the security deposit, together with accrued interest in the amount of \$3.90, in partial satisfaction of his monetary award.

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

Unpaid rent and utilities	\$935.00
Recovery of filing fee	\$50.00
Subtotal	\$985.00
Less security deposit and accrued interest	-\$203.90
TOTAL AFTER SET-OFF OF SECURITY DEPOSIT	\$781.10

At the conclusion of the Hearing, the parties wanted to avoid a future Dispute Resolution Hearing and to come to an agreement with respect to the cost of cleaning of the rental unit and disposing of the Tenant's garbage, but I explained that the Landlord had not filed a claim in this regard. I explained to the parties that I can only make findings or Orders on what is before me. The parties are at liberty to come to an agreement between themselves with respect to the cost of cleaning the rental unit. At the request of both of the parties, I am recording the substance of what was discussed in the Hearing, but make no findings or Orders in regard to the cost of cleaning the rental unit and disposing of the garbage. The Tenant KK stated that she agreed to pay the Landlord \$345.00 for his cost of cleaning, shampooing carpets and taking garbage to the dump. She stated, and the Landlord agreed, that she would pay the Landlord \$150.00 per month, commencing November 15, 2010, directly into his bank account, until the total amount of \$1,126.10 was paid in full.

Conclusion

The Landlord's application for an Order of Possession is dismissed.

I hereby grant the Landlord a Monetary Order in the amount of \$781.10 against the Tenant KK. This Order must be served on the Tenant KK and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

The parties are at liberty to come to an agreement with respect to any outstanding issues, or to file an Application for Dispute Resolution. I make no findings or Orders with respect to any issue other than those that were before me.

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: October 07, 2010.
