



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and utilities, for compensation for loss or damage under the Act or tenancy agreement, for compensation for damage to the unit, site or property, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on September 21, 2010. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's 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 rent and utilities arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?
3. Is there damage or loss and if so how much?
4. Is the Landlord entitled to compensation for the damage of loss and if so how much?
5. Is the Landlord entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy started on October 24, 2009 as a month to month verbal tenancy. Rent was \$1,200.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$600.00 on October 24, 2009.

The Landlord said that the Tenants sent her a text message on April 27, 2010, that said they were leaving the rental unit that night and they would be back in a month to pay the unpaid rent for May, 2010. The Landlord continued to say the Tenants did not pay the \$1,200.00 of rent for May, 2010. As well the Landlord said she determined the property was abandon at the end of April as the Tenants had moved most of their belongings out. The Tenants did leave some things of little value and some junk and garbage. The

Landlord said the Tenants did not give her a forwarding address when she emailed them and asked for it. She said the Tenants did reply to her by email and they told her they would not be paying the rent, utilities or any damages to the rental unit. They said they were not responsible for it. The Landlord said she contacted the Residential Tenancy Branch after this and made an application on September 15, 2010 and then amended it on December 15, 2010. The Landlord said she is applying for monetary compensation for the following:

Unpaid rent for May, 2010	\$1,200.00
Unpaid Utilities (heating oil \$727.58) (sewer and water \$413.65)	\$1,141.23
To repairs tap/pipe damage	\$ 177.82
Advertising costs to rent the property	\$ 248.31
Personal labour to clean the unit	\$ 50.00
Registered mail costs	\$ 40.10
Private investigator costs to locate the Tenants	\$ 307.50
Recover the filing fee for this proceeding	<u>\$ 50.00</u>
Subtotal	<u>\$3,214.96</u>
Less The Tenants' security deposit of \$600.00	<u>\$ 600.00</u>
Total owing	<u>\$2,614.96</u>

Analysis

Section 45 says a tenant is required to give the landlord one months notice prior to the day the rent is due to adequately give move out notice. As the Tenant gave the Landlord 1 day notice when they were moving out, I find for the Landlord with regard to the unpaid May, 2010 rent of \$1,200.00. In addition I find the Landlord has established by receipts that the Tenants were responsible for the unpaid utilities of \$1,141.23 and I find for the Landlord to recover the unpaid utilities from the Tenants.

Section 37 says a tenant must leave the rental unit reasonably clean and undamaged except for normal wear and tear when vacating the rental unit. From the Landlord's testimony in which she said the plumber told her there was obvious abuse to the outdoor tap/pipes which resulted in addition repair costs and that the Landlord and her husband spent a number of hours cleaning the rental unit after the Tenants' left, I find in favour of the Landlord for damages to the pipes and tap of \$177.82 and \$50.00 for the Landlord's labour to clean the rental unit.

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With regard to the other liquidated damages the Landlord is applying for of advertising costs to rent the unit to a new tenant of \$248.31, the registered mail costs of \$40.10 to serve the documents and the private investigators costs of \$307.50 to find and service the Tenants with the documents, I find these are normal costs of doing business as a Landlord and are not recoverable from the Tenants. These costs if written in a fixed term tenancy agreement signed by both the Landlord and Tenant would be eligible to be recovered, but as this tenancy was a verbal month to month tenancy agreement, I dismiss the Landlord's claim for advertising costs of \$248.31, mailing costs of \$40.10 and private investigator costs of \$307.50.

As the Landlord has been partially successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Loss of Rental Income:	\$1,200.00
	Unpaid Utilities	\$1,141.23
	Damages	\$ 177.82
	Cleaning	\$ 50.00
	Filing fee	\$ 50.00
	Subtotal:	<u>\$ 2,619.05</u>
Less:	Security Deposit	\$ 600.00
	Balance Owing	<u>\$ 2,019.05</u>

Conclusion

A Monetary Order in the amount of \$2,019.05 has been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: January 05, 2011.

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