



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for additional occupants; for unpaid rent; for utilities; for carpet cleaning and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 13, 37, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on April 27, 2010 as a month to month tenancy for a monthly rent of \$950.00 due on the 1st of each month and a security deposit of \$400.00 was paid.

The landlord submitted into evidence a copy of his summary of issues and 8 photographs. The landlord contends that the tenant originally indicated there she would be living there with her two children and that in early May, 2010 she told him that her new husband and his two children would be moving in. The landlord seeks \$250.00 for the additional occupants.

The landlord did not provide a copy of the tenancy agreement but testified in the hearing that he had a clause in the agreement that should she have additional occupants she needed to move out. The tenant testified that she never did receive a copy of a tenancy agreement. The landlord contends that he gave her a copy albeit that the tenant did not sign the tenancy agreement.

The landlord provided no receipts for the cost of carpet cleaning. The landlord also provided no evidence of the condition of the carpets at the start of the tenancy and no record of the condition of the carpets at the end of the tenancy other than undated photographs.

The landlord did not provide copies of any utility bills but the tenant acknowledged that she accepted that she owed the landlord \$98.00 for utilities but that all she had asked for was a copy of any bills.

The landlord contends that the tenant provided him notice to end the tenancy on May 15, 2010 and is therefore seeking rent for the month of June 2010. The landlord did not provide a copy of the tenant's notice into evidence. The tenant contends that she gave the landlord notice of her intention to end the tenancy on May 1, 2010.

Analysis

Section 13 of the *Act* stipulates that a tenancy agreement must contain the amount of rent payable for a specified period, and, if the rent varies with the number of occupants, the amount by which it varies. In the absence of a copy of the tenancy agreement and based on the landlord's testimony, I find there was no such clause in the tenancy agreement.

As a result, I find the landlord is not entitled to compensation for any additional occupants of the rental unit and I dismiss this portion of the landlord's application.

As the landlord has failed to provide evidence of the condition of the carpets at the start of the tenancy, I find the landlord has failed to establish that the carpets required cleaning as a result of the tenancy. I dismiss this portion of the landlord's application.

As the tenant has agreed she owed the landlord \$98.00 for utilities, I find the landlord is entitled to this amount.

Section 45 states that a tenant may end a tenancy by giving the landlord notice to end the tenancy on a date that, among other things, is the day before the day in the month that rent is payable under the tenancy agreement.

As rent was due on the 1st of each month the tenant was required to provide the landlord with notice of her intent to end the tenancy on the day before that. As per her testimony that she provided her notice on the 1st of the month, I find the effective date

for that notice would have been June 30, 2010 and as such I find the tenant is responsible for the payment of rent for June 2010.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,098.00** comprised of \$950.00 rent owed; \$98.00 utilities; and the \$50.00 fee paid by the landlord for this application.

I grant a monetary order in the amount of **\$1,098.00**. This order must be served on the tenant and may be filed in the Provincial Court (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: January 25, 2011.

Residential Tenancy Branch