



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 is an application for monetary compensation for rental arrears and utilities owed to the landlord by the tenant.

Despite being served in person on October 14, 2010, the tenant did not appear.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears owed, utilities, and cleaning.

Background and Evidence

The tenancy began in April 2010 and ended around October 7, 2010. Rent was set at \$740.00 and a security deposit of \$350.00 was paid.

In evidence was a copy of the tenancy agreement which confirmed that the tenant was responsible to pay 1/3 the cost of utilities. The landlord testified that, despite being shown copies of the utility invoices from the provider and being asked to pay 1/3, the tenant never paid his share of the utilities and was in arrears for \$139.00. The landlord did not submit copies of any written demands given to the tenant asking for payment.

The landlord testified that the tenant also fell into arrears for rent accruing a debt of \$1,450.00 including \$50.00 for August, \$700.00 for September and \$700.00 for October 2010, for which the landlord was seeking compensation. A copy of a Ten Day Notice to End Tenancy for Unpaid Rent issued on October 1, 2010 was in evidence

The landlord testified that when the tenant vacated the unit, the carpet was shampooed by the landlord pursuant to the tenancy agreement at a cost of \$50.00 for which the landlord was claiming reimbursement

.Analysis

With respect to rent owed, I find that section 26 of the Act states that rent must be paid when it is due, under a tenancy agreement. I find that the tenant owed \$1,450.00 in rent and the landlord is entitled to be compensated.

With respect to the \$139.00 accrued utility arrears, I find that section 39(6) of the Act states that unpaid utilities can be considered as rental arrears if a tenancy agreement requires the tenant to pay utility charges to the landlord, and they remain unpaid more than 30 days after the tenant receives a written demand for payment. Only if the above conditions are met, can unpaid utility charges be considered as unpaid rent or used as a basis to give notice. I find while there was a term in the tenancy agreement stating that 1/3 of the cost of utilities must be made to the landlord, I must also find that the landlord did not sufficiently prove that he had ever issued the required 30-day written demand for payment of the outstanding utility charges. Accordingly I find the portion of the application relating to the claim for \$139.00 hydro charges must be dismissed.

I find that the landlord is entitled to be compensated the \$50.00 for carpet cleaning pursuant to the tenancy agreement.

Given the above, I find that the landlord has established a total monetary claim of \$1,550.00 comprised of \$1,450.00 in rental arrears, \$50.00 for carpet cleaning and the \$50.00 fee paid for this application. I order that the landlord retain the security deposit of \$350.00 in partial satisfaction of the claim leaving a balance due of \$1,200.00.

Conclusion

I hereby grant the Landlord an order under section 67 for \$1,200.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The remainder of the landlord's application is dismissed without leave.

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: February 2011.

Residential Tenancy Branch