

## DECISION

Dispute Codes      MNR MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order. The landlord and one of the two tenants participated in the teleconference hearing.

### Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on July 1, 2010, with monthly rent in the amount of \$800. At the outset of the tenancy, the landlord received from the tenants a security deposit in the amount of \$400. The tenancy agreement sets out that the tenants are responsible for half of the hydro costs for the house. Before the end of the tenancy the landlord agreed to a reduction in rent from \$800 to \$775. The tenants moved out on December 1, 2010.

The landlord has claimed the following monetary amounts:

- 1) \$800 for December 2010 rent – the tenants did not give any written notice that they were moving out. On November 15, 2010 the tenant called the landlord and said they were thinking of relocating. The landlord told the tenants they needed to give one month's written notice, but the landlord heard nothing further from the tenants until November 30, 2010, when they were moving out.
- 2) \$100 for carpet cleaning
- 3) \$120 for six hours of cleaning, at \$20 per hour – the landlord provided photographs as supporting evidence to show the need for cleaning after the tenants vacated.
- 4) \$317.57 for half of the utilities for October, November and December 2010.

The tenant's response was as follows. The tenant acknowledged that the landlord was entitled to the cost for carpet cleaning. The tenant acknowledged that some cleaning may have been needed, but maybe only for three hours, not six. The tenant stated that the landlord and tenants had already agreed that the landlord would keep the \$400 security deposit as partial compensation for December 2010 rent. The tenant did not think they should have to pay for half of the utilities for the duration of November and

December 2010, as they were not in the rental unit after November 18 or 19, 2010, and were not using any of the utilities.

### Analysis

Considering all of the evidence, I find as follows. The landlord is entitled to \$100 for carpet cleaning.

The monthly rent would have been \$775, not \$800, and the landlord has already retained the \$400 security deposit as partial compensation for the rent, so the landlord is entitled to the balance of \$375 for December 2010 rent.

I accept the landlord's evidence regarding cleaning, and find he is entitled to the cleaning cost of \$120.

The landlord is also entitled to the utilities costs of \$317.57, as the tenancy agreement sets out that the tenants are responsible for half of the cost of utilities. If the tenants had given the landlord one month's written notice to move out, the landlord could have re-rented the suite and received half of the utilities from the new tenants.

As the landlord's application was successful, he is also entitled to recovery of his \$50 filing fee.

### Conclusion

I grant the landlord an order under section 67 for the balance due of \$962.57. This order may be filed in the 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: March 2, 2011.

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Residential Tenancy Branch