



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, (MNDC), FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid utilities, to recover cleaning, repair and storage expenses and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on June 29, 2011. The Landlord did not provide a copy of his registered mail receipt as proof of service but claimed that he tracked the mail and that the Tenant received it on July 12, 2011. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Are there unpaid utilities and if so, how much?
2. Is the Landlord entitled to compensation for cleaning, repair and storage expenses and if so, how much?

Background and Evidence

This tenancy started on December 9, 2010. Rent was \$575.00 per month. The rental unit is a basement suite in a house. In previous proceedings between these parties heard on May 10, 2011, the Landlord was granted an Order of Possession effective 2 days after service of it on the Tenant and a Monetary Order for unpaid rent for April and May 2011. The Landlord said he removed the balance of the Tenants belongings from the rental unit on May 26, 2011 and changed the locks after the Tenant failed to return his calls. The Landlord did not do a move out condition inspection report.

The Landlord said the tenancy agreement provided the Tenant was responsible for utilities. The Landlord said the hydro bill is in the name of the upstairs tenant however he installed a "tell-tale meter" in the basement suite to determine the actual consumption. The Landlord provided a copy of a hydro invoice for the period, February 12 to March 31, 2011. The Landlord estimated that the Tenant would be responsible for \$25.00 of the hydro billing for the following 2 month period. The Landlord also provided an invoice for water, sewer and garbage for the period October 1, 2010 to March 31, 2011 and claimed that the Tenant was responsible for one-half of this bill. The Landlord

admitted that the Tenant did not reside in the rental unit for the first 2 and ½ months of the billing period but argued that the amount charged for those months would be roughly equivalent to the unbilled amount for April and May 2011.

The Landlord said he incurred expenses to re-key the locks because the Tenant did not return his keys. The Landlord said he also incurred expenses of \$60.00 to have someone clean the carpets and do general cleaning, however he did not provide an invoice for this expense. The Landlord said he had to dispose of an old, damaged mattress and sofa at a cost of \$8.30. The Landlord also claimed that he is storing the Tenant's belongings at a rental property for which he sought \$75.00 per month although he admitted that he has not yet incurred this expense.

Analysis

In the absence of any evidence from the Tenant to the contrary, I find that there are unpaid hydro expenses for the period, February 12 to March 31, 2011 of **\$91.65**. However, in the absence of a hydro bill for the following 2 month period, I find that there is insufficient evidence to conclude what the Tenant's share of the hydro bill would have been and as a result, that part of the Landlord's application is dismissed without leave to reapply. I also find that the Landlord is entitled to recover unpaid water, sewer and garbage charges for the period, December 9, 2010 to May 26, 2011. The Landlord claimed that as this billing issued bi-annually, he estimated (based on previous billings) that the Tenant's share would have been \$37.00 per month and therefore he sought to be reimbursed **\$185.00**. I find that this calculation is reasonable and award the Landlord that amount for the period, December 9, 2010 to May 26, 2011.

I find that there is insufficient evidence to support the Landlord's claim for storage expenses of \$300.00 (or \$75.00 per month for 4 months). Section 25 of the Regulations to the Act requires a Landlord to store a Tenant's abandoned possessions for (at least) 2 months. In any event, the Landlord admitted that the Tenant's belongings were being stored on a rental property and that to date he had not actually incurred any expenses for storing them. Consequently, this part of the Landlord's claim is dismissed without leave to reapply.

The Landlord said he re-keyed the locks after the Tenant failed to return his telephone calls or return the keys and therefore he concluded that the Tenant had abandoned the rental unit. Based on the evidence of the Landlord, I find that he did not have a reasonable expectation that the Tenant would return to the rental unit or return the keys and as a result, I award him re-keying expenses of **\$99.58** and dump fees of **\$8.30**.

However, I find that there is insufficient evidence to support the Landlord's claim for cleaning and carpet cleaning expenses. While I accept the Landlord's evidence that the Tenant probably did abandon the rental unit, there is no evidence of the condition of the rental unit (such as photographs or a move out condition inspection report or witness statement) at the end of the tenancy. Consequently this part of the Landlord's claim is

dismissed without leave to reapply. In summary, I find that the Landlord has made out a monetary claim for \$384.53. As the Landlord has been successful in this matter, I also find that he is entitled to recover from the Tenant the **\$50.00** filing fee he paid for this proceeding.

Conclusion

A Monetary Order in the amount of **\$434.53** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: July 25, 2011.

Residential Tenancy Branch