



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD and FF

### Introduction

This application was brought by the landlord on August 11, 2011 seeking a monetary award for unpaid utilities, damage to the rental unit, damage or loss under the legislation or rental agreement, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on August 12, 2011, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain all or part of the security deposit in set off.

### Background, Evidence and Analysis

This tenancy occupied one bedroom in the house with a bath shared with other tenants and kitchen shared with the landlord who rents the house from the owner. The tenancy ran from December 1, 2010 to August 1, 2011. Rent was \$700 per month and the landlord holds a security deposit of \$350.

As a matter of note, the landlord submitted no documentary evidence in support of the claims submitted nor a copy of the rental agreement.

The landlord claims and I find as follows:

**Filing fee from previous hearing - \$50.** The landlord stated that he previously served a Notice to End Tenancy for cause and had made application for dispute resolution for an Order of Possession. However, as the tenant had moved voluntarily, the landlord did not attend the scheduled hearing. As I have no authority to consider a claim for a filing fee for a previous hearing, this claim is dismissed.

**General cleaning - \$300.** The landlord's spouse gave evidence that she had spent three to four hours removing refuse and cleaning the rental unit and the shared bathroom and kitchen after the tenant had left it without having done any apparent cleaning. While I accept her evidence that she did the cleaning, I find the claimed rate of \$75 to \$100 per hour to be inordinately high and award three and one-half hours at \$20 per hour for a total of \$70 on this claim.

**Fortis gas bill - \$22.71.** Again, while I have no receipt or written evidence of the utilities sharing agreement, I accept the evidence of the landlord that the tenant owes \$22.71 on the gas bill and allow this claim.

**Hydro - \$20.43.** As with the gas bill, I allow this claim on the landlord's testimony.

**Filing fee - \$50.** As the application has succeeded, I find that the landlord is entitled to recover the filing fee for this proceeding.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

Tenant's credit		
Award to Landlord		
General cleaning	\$ 70.00	
Fortis gas bill	22.71	
Hydro	20.43	
Filing fee	50.00	
<b>Sub total (award to landlord)</b>	<b>\$163.14</b>	<b>- 163.14</b>
<b>TOTAL (amount of deposit to be returned to tenant)</b>		<b>\$186.86</b>

Conclusion

I hereby authorize and order that the landlord may retain \$163.14 from the tenant's security deposit.

To bring this matter to conclusion, the tenant's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for the remainder \$186.86 of the security deposit. The order may be registered with, and enforced as an Order of the 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: November 14, 2011.

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Residential Tenancy Branch