

DECISION

Dispute Codes MNR, FF, O

Introduction

This is an application filed by the Landlord for a monetary order for unpaid utilities (water usage), cleaning costs and storage rental costs as well as the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have acknowledged receiving the relevant evidence submitted for this hearing, I am satisfied that each has been properly served under the Act. Some portions of either parties evidence was not submitted by the other, but upon review of the material it was clarified to both parties that the evidence was not relevant and would not prejudice the other party upon review for this hearing.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

Both parties agree that this was a sub-leased tenancy. The Tenant had entered into a tenancy agreement with the Landlord on June 13, 2010. The Tenancy ended on August 31, 2011 when the Tenant's sub-tenants left the rental property. The Tenant has submitted a copy of his tenancy agreement with the Landlord. The monthly rent was \$1,300.00 payable by the 1st of each month. Utilities (water, electricity and heat) were not included. No condition inspection reports for the move-in or move-out were performed.

The Landlord is seeking recovery of water usage costs of \$140.87 and has submitted copies of 3 invoices. The first invoice dated September 2, 2011 shows water usage from May 18, 2011 until September 1, 2011 for a total bill of \$114.30. The second invoice dated August 31, 2011 is for a connection fee and a basic water charge totalling, \$28.65. The third invoice dated July 29, 2011 is for a basic water charge totalling, \$15.52. The Landlord states that he was unaware of this invoice as he has been unable to communicate properly with the Landlords because everytime he calls them, they yell and scream at him.

The Landlord is seeking recovery of cleaning costs of \$718.00. The Landlord has submitted 4 receipts from their new Tenant, F.L. who took possession of the rental unit on September 2, 2011. The 4 receipts issued by the new Tenant, F.L. are dated August 7, 2011 for \$318.00, September 2, 2011 twice for \$80.00 and \$120.00 and September 21, 2011 for \$200.00. The Landlord has also submitted photographs taken by the new Tenant for the rental unit. The Landlord disputes this stating that none of the receipts issued refer to any cleaning done inside the rental. The Landlord states that the wording refers to cleaning of the yard, moving items from the basement and the disposal of "stuff". The Landlord states that none of these receipts refer to any work in the rental unit. The Landlord is unable to explain this discrepancy. The Tenant argues that a move-in or a move-out condition inspection report was ever done. The Tenant also states that many of the items shown in the photographs have been left in those areas since his Tenancy began. The Tenant also states that many of items are from the storefront from the main level which has no relationship with his Tenancy. The Landlord also refers to cleaning that was required in the photographs submitted by her new Tenant that show a dirty stove, refrigerator and items of clothing left throughout the rental unit.

The Landlord is seeking \$250.00 for the storage of items stored in the basement which she states is from the Tenant. The Tenant disputes this stating that none of those items are from his Tenancy. The Landlord states that the Tenant stored items in the basement without their permission. The Tenant argues that this is an attempt to recover costs from a monetary order issued in his favour from another hearing. The Landlord stated that she first discovered the storage at the end of the Tenancy on August 31, 2011 and has never given notice to the Tenant to remove these items. Both parties agree that there is no storage agreement between them regarding the basement.

Analysis

Based upon the evidence of both parties, I find that the Landlord has failed to establish a claim for the amount of \$140.87 for water usage. Reviewing the three invoices, it is clear that the invoice dated July 29, 2011 is a duplicate and forms part of the invoice dated September 2, 2011. The invoice dated August 31, 2011 is for a connection fee. The Landlord has failed to satisfy me how the connection of the water usage is the responsibility of the Tenant whose Tenancy ended on August 31, 2011 as well as the basic water charge noted on the invoice. The costs on these two invoices are dismissed. The invoice dated September 2, 2011 for water usage from May 18, 2011 to September 1, 2011 is relevant. The Tenant does not dispute this cost, only that he was

unaware of this invoice because communication issues with the Landlord. As such, I find it reasonable that the Tenant should be responsible for this cost as it clearly states in the Tenancy Agreement that no water costs are included in Tenancy. The Landlord has established a claim for \$114.30.

The Landlord has also failed to establish a claim for the \$718.00 for cleaning costs. The receipts as pointed out by the Tenant do not specify any cleaning done in the rental unit. They refer to yard cleaning, the moving and disposal of items from the yard and basement. The Landlord has failed to perform a condition inspection report for the move-in or the move-out with the Tenant. However, the Landlord has provided photographs of a dirty stove and refrigerator which the Tenant can offer no explanation. The Landlord states that the photographs were supplied by the incoming new Tenant on September 2, 2011 when they took possession. I find that on a balance of probabilities that the Landlord has established a claim for a nominal award. I grant the Landlord an award of \$50.00 for the cleaning of the stove and refrigerator.

As for the Landlord's claim for storage costs of \$250.00, I find that the Landlord has failed to establish a claim for this. The Landlord stated that he was unaware of storage in the basement and has failed to provide any evidence of items stored or of the duration of any storage. The parties did not have a storage agreement and the Landlord has failed to explain or support her claim of a loss for this storage. This portion of the Landlord's monetary claim is dismissed.

The Landlord has established a total monetary claim of \$164.30. The Landlord is entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$214.30. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$214.30.

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 28, 2012.

Residential Tenancy Branch