



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD. O, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit, other and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began September 1, 2011 with monthly rent of \$2000.00 and the tenant paid a security deposit of \$1000.00.

On November 14, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant has not paid the October or November 2011 rent and owes the landlord \$4000.00 in unpaid rent. The landlord stated that the tenant did not pay the hydro or water bill as noted on the tenancy agreement and the landlord is seeking \$500.00 for unpaid utility bills.

The tenant testified that she had paid the \$2000.00 October 2011 rent but that she did not have a deposit receipt to verify this deposit into the landlord's bank account. The landlord stated that she had her bank check repeatedly to see if the deposit had been made and the deposit the tenant claimed they made could never be verified.

The landlord stated that when the tenant and her family vacated the rental unit had not been cleaned and there was trash all throughout the rental unit and on the property. The landlord stated that she paid \$180.00 for a truck to remove items to the dump and \$200.00 for cleaning of the rental unit.

The landlord stated that the rental unit had been partially furnished to help the tenant and her family out. The landlord stated that when the tenant vacated however the following items were missing and never returned:

- a table and chairs
- blue floral couch
- patio table
- 3 chairs
- a king size bed and frame
- 3 dressers
- Wall pictures
- 2 lamps
- Crockery
- Microwave
- Miscellaneous items

The landlord is seeking \$1600.00 for replacement of the missing items.

The tenant responded by stating that her adult children helped move the tenant from the rental unit and that she does not know what items belonging to the landlord may have been taken.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, unpaid utilities and cleaning costs.

The tenant acknowledged that the September 2011 rent was paid but has not been able to prove that the October 2011 rent was paid. The landlord has provided copies of bank statements that show no record of the tenant's \$2000.00 deposit ever having been made. Therefore the landlord is entitled to a monetary order of \$4000.00 for unpaid rent.

In regards to the landlord's \$500.00 claim for unpaid utilities, the landlord has submitted a hydro bill for August 24, 2011 through October 21, 2011. Therefore based on a pro-rated daily rate, the landlord is entitled to a monetary order for \$175.95. ($\$200.37 / 58 \text{ days} = \$3.45 \text{ per day for } 51 \text{ days} = \175.95). The remainder of the landlord's claim is dismissed without leave to reapply.

In regards to the landlord's claim for trash removal and cleaning costs, I find that the landlord is entitled to a monetary order for \$380.00.

The landlord at this time has not suffered a financial loss in regards to the furniture and other items removed from the rental property. Until such time as the landlord has

incurred a loss for replacement of these items, the landlord will not be able to move forward with their claim. Therefore the landlord's claim for replacement costs is dismissed with leave to reapply.

Accordingly I find that the landlord is entitled to a monetary order for \$4555.95.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$4555.95 in unpaid rent, unpaid utilities and cleaning costs. The landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$1000.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$3655.95**.

If the amount is not paid by the tenant(s), 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: March 6, 2012

Residential Tenancy Branch