



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; MNDC, MNR; FF

Introduction

This matter was adjourned, by consent, from April 20, 2012, in order to allow exchange of documentary evidence. This the Landlord's application for a Monetary Order for damages to the rental unit, loss of revenue; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

The Landlord did not provide sufficient evidence that she had served the Tenants KS and BT with the Notice of Hearing documents. Co-Tenants are jointly and severally responsible for debts and damages incurred during a tenancy. In other words, the Landlord may proceed against any or all of the Tenants and it is up to the Tenants to apportion any amounts they are ordered to pay between themselves. The Hearing continued against the Tenant LT only.

Issues to be Decided

- Is the Landlord entitled to a monetary award for loss of revenue for March, 2012?
- Is the Landlord entitled to a monetary award for unpaid utility bills and the cost of painting and cleaning the rental unit?

Background and Evidence

A copy of the tenancy agreement was provided in evidence. The tenancy began on May 1, 2011, and was a one year lease to April 30, 2012. Monthly rent was \$1,485.00, due on the first day of each month. Rent did not include utilities. The Tenant was responsible to pay half of the water, sewage, hydro and garbage bills.

The Tenant paid a security deposit in the amount of \$742.50 and a pet damage deposit in the amount of \$500.00 at the beginning of the tenancy. The Tenant paid \$140.00 cash towards February's rent and at the end of the tenancy, the parties agreed that both of the deposits could be applied towards the remaining outstanding rent for February, 2012.

The tenancy ended on February 16, 2012, as a result of a Notice to End Tenancy that the Landlord issued. No Condition Inspection Report was completed at the end of the tenancy.

The Landlord gave the following testimony:

The Landlord testified that she re-rented the rental unit effective April 1, 2012.

The Landlord testified that the rental unit was “no-smoking” and that the Tenant smoked in the rental unit. She stated that she had to re-paint the rental unit because of smoke damage and that it cost \$500.00 for her to do so. She testified that the Tenant did not clean the rental unit or shampoo the carpets at the end of the tenancy. The Landlord seeks \$140.00 for the cost of shampooing the carpets and \$120.00 for the cost of cleaning the rental unit.

The Landlord provided copies of utility bills for hydro and water in evidence. She testified that she seeks a monetary award for the Tenant’s share of the bills (\$343.11 for hydro and \$210.65 for water).

The Tenant gave the following testimony:

The Tenant testified that the rental unit was re-rented on March 16, 2012.

The Tenant denied smoking in the rental unit and stated that it needed painting when she moved in at the beginning of the tenancy.

The Tenant stated that she paid \$90.35 towards her share of hydro on December 29, 2011, and that therefore she only owes \$218.03 for her share of the hydro. The Tenant did not dispute that she owed ½ of the water bill.

The Tenant acknowledged that she did not shampoo the carpets at the end of the tenancy.

The Landlord gave the following reply:

The Landlord stated that the new occupants moved into the rental unit on March 16, 2012, but did not pay any rent for March 16 to April 1, 2012.

The Landlord testified that she doesn’t recall the Tenant paying \$90.35 towards utilities in December, but if she did it was for her share of hydro from October, 2011.

Analysis

This is the Landlord's claim and therefore the onus is on the Landlord to prove her claim on the civil standard, the balance of probabilities.

The new occupants moved into the rental unit on March 16, 2012, and the Landlord chose not to collect rent from them for that period of time between March 16 and March 31, 2012. Therefore, I find that the Landlord is not entitled to a claim for loss of revenue for the period between March 16, 2012 and April 1, 2012 from the Tenant. The tenancy ended on February 16, 2012, as a result of a Notice to End Tenancy for unpaid rent for the month of February, 2012. Therefore, I find that the Landlord is entitled to loss of revenue for the period from March 1 to 15, 2012, because notice given by the Tenant in February would not have ended the tenancy until the end of March, 2012. I allow the Landlord's claim for loss of revenue in the amount of **\$718.55** (\$1,485.00 /31 days x 15 days).

With respect to the Landlord's claim for unpaid utilities, the Landlord included calculations in two different documents provided in evidence. These differing calculations also differed from the calculations she provided orally at the Hearing. The Landlord was not certain if the Tenant had paid money towards utilities in December, and I find that I cannot rely on her calculations with respect to this portion of her claim. I find that the Landlord has established her claim for unpaid utilities in the amount of **\$218.03**, which is the amount that the Tenant has acknowledged she owes for hydro, and **\$210.65** for the Tenant's undisputed share of the water bill.

The Tenant disputed the Landlord's claim for the cost of cleaning and painting the rental unit. The Landlord did not provide sufficient evidence to prove her claim for painting and cleaning the rental unit or shampooing the carpets. For example, there was no Condition Inspection Report provided in evidence that indicated the condition of the paint at the beginning or the end of the tenancy; no photographic evidence was provided; and no copies of invoices to support the amounts claimed were provided. However, the Tenant acknowledged that she did not shampoo the carpets at the end of the tenancy. The Tenant had a pet and therefore is required to shampoo the carpets at the end of the tenancy. Therefore, I allow the Landlord a nominal award for the cost of cleaning the carpets in the amount of **\$50.00**.

The Landlord has been partially successful in her application and I find that she is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

The Landlord has established a monetary claim calculated as follows:

Loss of revenue	\$718.55
Nominal award for cleaning the carpets	\$50.00
Unpaid hydro bills	\$218.03
Unpaid water bills	\$210.65
Recovery of filing fee	\$50.00
TOTAL AMOUNT AWARDED TO THE LANDLORD	\$1,247.23

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$1,247.23** against the Tenant LT. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) 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: May 24, 2012.

Residential Tenancy Branch