



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid utilities and damages to the unit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid utilities?

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on January 1, 2012. Rent in the amount of \$1,200.00 was payable on the first of each month. No security deposit was paid. The tenancy ended on March 19, 2012.

The landlord claims as follows:

a.	Utilities for January, February, March 2012	\$727.85
c.	Filing fee	\$ 50.00
	Total claimed	\$897.85

Unpaid Hydro

The landlord testified that the parties entered into a verbal tenancy agreement and as a term of that tenancy agreement the tenant was to pay for the hydro bill.

The landlord testified on March 15, 2012, when he received the hydro bill, he presented the hydro bill to the tenant for payment. The landlord stated the tenant told him they are not responsible for the hydro bill as hydro was included in rent. The landlord stated he told the tenant if the bill was not paid by noon hour that day he would cut off the hydro to the rental unit and the landlord further stated if the tenants did not like the arrangement they could leave by the end of the month.

The tenant testified that he was told by the landlord at the start of tenancy that the rent included the hydro and his spouse also confirmed that with the landlord. The tenant stated when the landlord threatened to shut off the hydro in the middle of the winter he was concerned for his family, so he agreed to pay the landlord \$500.00. The tenant stated that evening he decided to stop payment on the cheque as the original verbal agreement was hydro was included in the rent. The tenant stated he packed up his family very quickly on March 19, 2012, and left the rental unit as he did not want any confrontation with the landlord.

Cleaning costs

The landlord testified the rental unit was left in a mess as the tenant made no effort to clean the rental unit, eleven bags of garbage were left behind, and the toilet was left full of human feces.

The landlord testified that it he paid the neighbours \$60.00 to help him clean the rental unit and he seeks to recover that amount and also seeks compensation at the rate of \$15.00 per hour for the two hours he spent cleaning.

The tenant testified he left the rental unit in a hurry and left some dishes in the sink, the floors were not swept or washed and he did not clean the bathroom. The tenant stated he felt he was being ripped off by the landlord and was not concerned about cleaning the rental unit. However, he feels it was left reasonable clean.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and

- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the landlord has the burden of proof to prove a violation of the Act and a corresponding loss.

Hydro Bills

The evidence of the landlord was the tenant was to pay the hydro bill. The evidence of the tenant was hydro was included in the rent. I find the landlord has provided insufficient evidence to prove that hydro was an additional term of the tenancy. There was no documentary evidence to support his claim, such as a written tenancy agreement. Therefore, I dismiss the landlord's claim for compensation of unpaid utilities.

Cleaning costs

Leaving the rental unit at the end of a tenancy

- 37** (2) When a tenant vacates a rental unit, the tenant must
- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

The evidence of the tenant was that he did not clean the bathroom, sweep or wash floors and left dishes in the sink. I find the tenant did not leave the rental unit reasonably clean as required by the Act. Therefore, the tenant has breach section 37 of the Act, and this caused the landlord to suffer a loss. As a result the landlord is entitled to compensation.

Director's orders: compensation for damage or loss

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

The landlord seeks to recover the \$60 he paid to have someone help him clean the rental unit. The landlord also seeks to be compensated at the rate of \$15.00 for the two hours spent cleaning the rental unit. I find the amount claimed to be reasonable. Therefore, pursuant to Section 67 of the Act, I will grant the landlord compensation for cleaning in the amount of **\$90.00**.

I find that the landlord has established a total monetary claim of **\$140.00** comprised of the above amount and the \$50.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord's is granted a monetary order in the above amount.

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: June 28, 2012.

Residential Tenancy Branch