



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and utilities. The tenants did not appear at the hearing. The landlord provided evidence that the hearing documents were sent to each tenant at the rental unit address on August 22, 2012. The registered mail was returned to the landlord as unclaimed. The landlord testified the tenants vacated the rental unit August 31, 2012. I was satisfied the tenants were residing at the rental unit when the landlord mailed the hearing documents to them. Thus, I found the tenants sufficiently served and I proceeded to hear from the landlord with the tenants present.

As the tenants have since vacated the rental unit an Order of Possession is no longer required and I do not provide one with this decision.

The landlord requested the application be amended to request retention of the security deposit in partial satisfaction of the amounts owed to the landlord. I found this request does not prejudice the tenants as such a request reduces the Monetary Order. Thus, I amended the application accordingly.

Issue(s) to be Decided

1. Is the landlord entitled to recover unpaid rent or loss of rent for the months of August and September 2012?
2. Is the landlord entitled to recover electricity and gas costs from the tenants, as claimed?

Background and Evidence

The landlord provided the following undisputed evidence: The tenancy commenced July 1, 2012 and the tenants paid a \$900.00 security deposit. The tenants were required to pay rent of \$1,800.00 on the 1st day of every month on a month-to-month basis. The tenancy agreement provides that the tenants are responsible for paying for

electricity and heat. The tenants failed to pay rent for August 2012 and on August 10, 2012 the landlord left a 10 Day notice to End Tenancy for Unpaid Rent in the tenants' mail box. The tenants did not pay the outstanding rent and vacated the rental unit August 31, 2012. The landlord is in possession of the property and is currently repairing damage caused by the tenants.

The landlord is seeking to recover unpaid rent or loss of rent for the months of August and September 2012 in the amount of \$3,600.00. The landlord is also seeking to recover electricity costs in the amount of \$77.03 for the bill dated July 24, 2012 and natural gas costs in the amount of \$88.54 for the bill dated July 25, 2012.

The landlord submitted he has incurred additional utility costs and repair costs since filing his application. The landlord was informed of his right to make another application to request compensation for those amounts.

Analysis

Under the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement and the Act. Based upon the undisputed evidence before me, I accept that the tenants resided in the rental unit in August 2012, did not pay rent and were served with a 10 Day Notice to End Tenancy for Unpaid Rent in August 2012.

As I am satisfied the tenants failed to pay rent for August 2012 as required and I grant the landlord's claim to recover unpaid rent for the month of August 2012.

Where a landlord issues a 10 Day Notice in a particular month, the landlord is entitled to claim loss of rent up to and including the subsequent month due to the tenant's failure to pay rent or give proper notice to end the tenancy. As I was presented no evidence the tenants gave notice to end the tenancy I grant the landlord's request to recover loss of rent for the month of September 2012.

Based upon the tenancy agreement provided to me I am satisfied the tenants were required to pay for electricity and gas costs. The landlord has provided sufficient documentation to show that the landlord paid \$77.03 and \$88.54 for such costs; however, the bills provided to me include service for days prior to the commencement of the tenancy. Therefore, I have prorated the amount recoverable by the landlord as follows:

Hydro bill: \$77.03 for May 30 – July 19, 2012

Award: $\$77.03 \times 19 \text{ days} / 50 \text{ days} = \29.27

Natural Gas bill: \$88.54 for June 22 – July 24, 2012

Award: $\$88.54 \times 24 \text{ days} / 32 \text{ days} = \66.41

The landlord has been authorized to retain the tenants' security deposit in partial satisfaction of the rent owed to the landlord. The landlord is also awarded the filing fee paid for this application.

In light of the above, I provide the landlord with a Monetary Order to serve upon the tenants, calculated as follows:

Unpaid rent – August 2012	\$ 1,800.00
Loss of rent – September 2012	1,800.00
Hydro – up to July 19, 2012	29.27
Natural gas – up to July 24, 2012	66.41
Filing fee	50.00
Less: security deposit	<u>(900.00)</u>
Monetary Order	\$ 2,845.68

After serving the Monetary Order upon the tenants it may be enforced in Provincial Court (Small Claims) as an Order of the court.

Conclusion

The landlord has been authorized to retain the security deposit and the landlord has been provided a Monetary Order for the balance of \$2,845.68 to serve upon the tenants and enforce as necessary.

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: September 20, 2012.

Residential Tenancy Branch