



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPB MNSD MNR MNDC FF

### Preliminary Issues

Upon review of the application for dispute resolution the Landlord submitted that they regained possession of the unit June 2, 2012 after being advised from another tenant that she saw the Tenant vacate the property on June 1, 2012. As per the aforementioned they no longer require an Order of Possession so they were withdrawing the request and wished to proceed with their monetary claim.

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order to keep all or part of the security deposit, for unpaid rent and/or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the Landlord and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Should the Landlord be granted a Monetary Order?

### Background and Evidence

The parties entered into a fixed term tenancy agreement that began on July 7, 2011 and switched to a month to month tenancy after March 31, 2012. Rent was payable on the first of each month in the amount of \$600.00 and on July 7, 2011 the Tenant paid \$300.00 as the security deposit. Both parties agreed that the unit was newly renovated

and that they conducted a walk through inspection at the start of the tenancy. Deficiencies were noted on the tenancy agreement addendum.

The Landlords relied upon their documentary evidence which included, among other things, copies of: the tenancy agreement; the hydro bill; photos of the rental unit; and an invoice for cleaning the unit dated June 15, 2012. The Landlords submitted they were seeking \$1,023.00 as follows:

- \$600.00 for loss of rent for June 2012 because the Tenant vacated the unit without notice. The unit was re-rented July 15, 2012; and
- \$323.00 for outstanding hydro costs. The Tenant was responsible for 1/5 of the hydro bill as per the tenancy agreement;
- \$100.00 for cleaning the rental unit as supported by the photos and invoice provided in their evidence.

The Tenant argued that he informed the Landlords about his intent to move out June 1, 2012 when he called them on May 28, 2012. He confirmed he was responsible to pay for 1/5 of the hydro costs and argued that the high cost of electricity is why he had to move. He does not believe he should have to pay for the outstanding amount because of known problems with hydro super meters and he is of the opinion that the meter is faulty.

The Tenant submitted that he cleaned the rental unit throughout and that the debris that was left behind and seen in the photos was not his. He acknowledged that there was mould in the fridge as he forgot to clean it.

### Analysis

Upon consideration of the evidence before me, and on a balance of probabilities, I find as follows:

Section 45 of the *Act* stipulates that a tenant may end a periodic tenancy by giving the landlord written notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable.

In this case, I find the Tenant vacated the property without proper notice which caused the Landlord to lose rental income for the month of June 2012. Accordingly, I award the Landlord **\$600.00**.

The tenancy agreement stipulates that the Tenant is required to pay 1/5 of the hydro bill and the evidence supports that the Tenant has an accumulated outstanding balance owing of \$323.00 for hydro. Therefore, in accordance with section 67 of the *Act*, I award the Landlord **\$323.00**.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I accept the Landlord's evidence and find that the Tenant vacated the property leaving debris behind and without cleaning the unit; which is a breach of section 37(2) of the *Act*. As per the foregoing I find the Landlord has met the burden of proof and I award them cleaning costs in the amount of **\$100.00**.

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

**Monetary Order** – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

June 2012 loss of rent	\$ 600.00
Hydro costs	323.00
Cleaning costs	100.00
Filing Fee	<u>50.00</u>
<b>SUBTOTAL</b>	<b>\$1,073.00</b>
<b>LESS:</b> Security Deposit \$300.00 + Interest 0.00	<u>-300.00</u>
<b>Offset amount due to the Landlord</b>	<b><u>\$ 773.00</u></b>

#### Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$773.00**. This Order is legally binding and must be served upon the Tenant.

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 19, 2012.

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Residential Tenancy Branch