



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened in response to the landlord's application for a monetary award for unpaid rent and recovery of the filing fee.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Has the landlord met the burden of proving her claims?

Background and Evidence

This tenancy began on October 1, 2011 and ended on February 29, 2012 even though the written tenancy agreement shows that this was a fixed term tenancy agreement set to end on March 31, 2012. Both parties agree that the tenant gave written notice on February 1, 2012 that he wished to end his tenancy on February 29, 2012. The landlord is therefore claiming \$1,000.00 in rent for the month of March 2012.

Further, the landlord claims \$411.15 for outstanding utility bills and the cost of hauling garbage to the dump of \$47.50. The landlord did not submit Condition Inspection Reports into evidence and says she did not prepare such a report at move-out because the tenant had not yet moved out when she wished to perform the inspection.

The tenant disagrees with the utility costs stating he doesn't understand the invoices because they have writing all over them. Further, the tenant says that the landlord told him he would only pay the equal monthly installment sum for which he has provided cheques.

With respect to dumping charges, the tenant says that the rental unit had furnishings in it when the tenancy began and he cannot be sure what the landlord took to the dump.

The landlord says there was a large broken desk and garbage that had to be taken to the dump.

Analysis

I find that the tenant owes rent for the month of March in the sum of \$1,000.00 because he did not give proper notice to end this tenancy.

With respect to the utility charges the invoices are in the landlord's name and I find that the invoices are confusing and I find that the landlord has failed to supply sufficient evidence to show what charges should be apportioned to the tenant. I therefore dismiss her claim for utilities.

Finally, with respect to the dumping fees the landlord has failed to complete a move-out inspection and I find she has failed to bring sufficient evidence forward to show that the tenant left goods and debris behind. This claim is also dismissed.

The monetary award in favour of the landlord is therefore \$1,000.00 plus recovery of the filing fee of \$50.00. The landlord is provided with an Order in these terms.

The tenant testified that in a previous hearing held in June 2012 he was given an award for double his security deposit plus recovery of the filing fee for a total amount of \$1,050.00 which has not yet been paid to him by the landlord. Such Orders are enforceable in the Provincial Court of British Columbia and I cannot offset the tenant's order from the monetary award given to the landlord herein however the parties can offset these sums between them or enforce their Orders in the Provincial 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: September 18, 2012.

Residential Tenancy Branch