



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary claim for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the relevant evidence, I am satisfied that both parties have been properly served.

During the hearing, the Tenant has stated that the Landlord had previously made an application for a monetary order and has provided 3 files numbers to reference. All 3 files referred to by the Tenant are applications made by the Tenant regarding an end to tenancy and the return of the security deposit. As such, I find that I have jurisdiction in this matter for a monetary claim made by the Landlord.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to keep the security deposit?

Background and Evidence

Both parties agreed that this Tenancy began on January 1, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$950.00 payable on the 1st of each month and a security deposit of \$400.00 was paid. It was determined in another Residential Tenancy Branch Hearing that the Landlord received notice of the Tenant's forwarding address in writing on October 15, 2012 by way of the Tenant's Application for Dispute Resolution. The Landlord had applied for dispute resolution on this file on October 19, 2012. The signed tenancy agreement states that the Tenant is responsible for ½ of the utilities for the rental

property. The Landlord states that the remaining ½ is the responsibility of another Tenant. No condition inspection reports were submitted.

The Landlord seeks a monetary claim of \$1,556.98. This consists of \$98.56 for an unpaid water bill. The Landlord withdrew this portion of the monetary claim during the hearing. \$227.85 (1/2 of the Hydro bill) for the period March 23 to May 22 as shown on the submitted invoice, \$80.73 (1/2 of the Hydro bill) for May 23 to June 30, \$200.00 for cleaning based upon the two invoices and \$950.00 for lack of notice. The Landlord relies on the invoices submitted.

The Tenant has conceded the \$80.73 utility bill in her direct testimony, but disputes the Landlord's remaining claims. The Tenant states that she was complying with the Landlord's notice to end tenancy and that a mutual end to tenancy was agreed to move out at the end of June 2012. The Landlord disputes this claim.

Analysis

I find based upon the evidence submitted by both parties that the Landlord has failed to establish a monetary claim for the \$200.00 in cleaning charges. Although the Landlord has submitted invoices, the Landlord has failed to provide sufficient evidence that the Tenant through their negligence, left the rental unit in unsatisfactory condition. This portion of the application is dismissed.

The Tenant has conceded \$80.73 for the May 23 to June 30 portion of the Hydro utility bill. The Landlord has established a claim for \$80.73.

I find based upon the documentary evidence and the preferred evidence of the Landlord over that of the Tenant that the Landlord has established a monetary claim for \$227.85 for unpaid utilities and \$950.00 for the loss of rental income because the Tenant failed to give 1 months notice to end tenancy. Although the Tenant disputes this portion of the claim, the Tenant has failed to provide sufficient evidence to satisfy me that notice to vacate was given.

The Landlord has established a total monetary claim of \$1,258.58. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord may retain the \$400.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order for \$908.58. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$908.58.
The Landlord may retain the security deposit.

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: January 21, 2013

Residential Tenancy Branch

