



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent or utilities, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 15, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

This hearing is the third hearing regarding this tenancy and is for monetary claims that the Landlord has but not dealt with in previous hearings. It should be noted the Landlord has already been ordered to retain the Tenant's security deposit therefore that claim has already been satisfied for the Landlord.

Issues(s) to be Decided

1. Are there rent or utility arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent or utilities and if so how much?
3. Are there other losses or damages and is the Landlord entitled to compensation?

Background and Evidence

This tenancy started on March 1, 2012 as a fixed term tenancy with an expiry date of February 28, 2013. Rent was \$1,250.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$625.00 on February 10, 2012. The Landlord said the Tenant moved out of the rental unit on November 2, 2012 as a result of a 10 Day Notice to End Tenancy.

The Landlord said that the Tenant did not pay rent of \$345.71 for utility bills during the tenancy from July 18, 2012 to December 2012. The Landlord said the utilities are included in the tenancy agreement as a 1/3 share of the total bills. The Landlord submitted utility bills from July 2012 to December 2012. The Landlord added that he included November and December, 2012 as these months were included in the tenancy for lost rental income in the previous hearing.

As well the Landlord said he is claiming for 10 hours of work at \$30.00 per hour to clean and dispose of things that were left in the rental unit by the Tenant for a total of \$300.00 in labour costs. The Landlord said he is basing his hourly rate on cleaning company rates that he has used in the past. In addition the Landlord said he had cleaning supplies of \$8.39 and carpet cleaning costs of \$71.68.

The Landlord continued to say that he is also claiming the postal costs of \$23.36 to make this application and the filing fee of \$50.00 for this application. The Landlord also asked if he could claim the filing fee of \$50.00 from a previous hearing.

The Landlord said his total claim is \$849.14.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Further section 46 (6) says unpaid utilities can be considered unpaid rent if the utilities are unpaid for 30 days and utilities are included in the tenancy agreement.

The Tenant does not have the right under the Act to withhold part or all of the rent or unpaid utilities that are included in the tenancy agreement; therefore I find the Tenant is responsible for 1/3 share of the unpaid utilities from July, 2012 to December 31, 2012 in the amount of \$345.71.

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord proved the loss existed and he verified the losses by providing receipts for the claims that the Landlord has made. I accept the Landlord testimony that these damages and losses were caused by the Tenant and the costs were reasonable amounts for the Landlord to claim. I award the Landlord \$380.07 for cleaning and cleaning supplies.

With respect to the postal expenses these are a normal cost of doing business and it was the Landlord's choice to serve the Tenant in this manner therefore I find the postal expenses are not an eligible claim. Consequently I dismiss the postal costs without leave to reapply.

In regard to the Landlord's request to include a previous filing fee of \$50.00 in this application I find that this item is not an issue of this hearing therefore it is not an eligible claim. I dismiss the previous filing fee of \$50.00 without leave to reapply.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Utility arrears:	\$ 345.71
Cleaning and supplies	\$ 380.07
Recover filing fee	\$ 50.00
Total:	\$775.78

Conclusion

A Monetary Order in the amount of \$775.78 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: April 09, 2013

Residential Tenancy Branch

