



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing was convened by way of conference call in response to the landlords' application for a Monetary Order for unpaid rent or utilities; a Monetary Order for damage to the unit, site or property; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlords to the tenants, was done in accordance with section 89 of the *Act*; served by registered mail on May 01, 2013. Canada Post tracking numbers were provided by the landlords in documentary evidence. The tenants are deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Are the landlords entitled to a Monetary Order for damage to the unit, site or property?
- Are the landlords entitled to a Monetary Order for unpaid utilities?

Background and Evidence

The landlord PF testifies that this tenancy started on November 21, 2012. A copy of the tenancy agreement has been provided by the landlords in evidence. The agreement shows that rent was due on the first day of each month of \$1,400.00 plus 70 percent of utilities. The tenants paid a security deposit of \$700.00 on November 21, 2012.

The landlord testifies that the tenants moved out on February 28, 2013 after telling the landlords that the male tenant had lost his job and they could no longer afford the rent. The tenants signed a document agreeing the landlords could keep the security deposit of \$700.00. The landlord testifies that the tenants only paid \$900.00 towards their rent for February, 2013 and the balance of \$500.00 was taken from the security deposit.

The landlord testifies that this left a balance of the security deposit of \$200.00. The landlord testifies that the tenants failed to pay their share of the utility bills which came from the City. These bills have been provided in documentary evidence and show they amounts of \$1,114.41. The tenants 70 percent share is \$780.00 and the landlord testifies that they applied the balance of the security deposit to these bills. This left an outstanding amount for utilities of \$580.00.

The landlord testifies that the tenants had broken the glass front of the wood stove. The landlord MF testifies that the tenants informed them that the tenants' roommate had put a large log into the stove and shut the door. As the log was too big it broke the glass in the door. The landlords have since had this glass replaced and seek to recover the sum of \$111.89 from the tenants. A copy of the receipt has been provided in evidence.

Analysis

The tenants did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence

from the tenants, I have carefully considered the landlords documentary evidence and sworn testimony before me.

With regard to the unpaid utilities, I am satisfied from the evidence before me that the tenants failed to pay their share of the utilities as shown by the utility bills. I therefore find the landlord has established a claim to recover the sum of **\$580.00**.

With regard to the landlords claim for damage to the glass front of the wood stove. I refer the parties to s. 32 of the *Residential Tenancy Act (Act)* which states that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I am therefore satisfied that the tenants or a person allowed on the property by the tenants did cause damage to the woodstove glass and therefore it was the tenants responsibility to ensure that this was repaired at the end of the tenancy. Consequently as the tenants did not make these repairs then I find in favor of the landlords claim to recover the cost for the repairs of **\$111.89**.

As the landlords have been successful with their claim I find the landlords are entitled to recover the **\$50.00** filing fee from the tenants pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid utilities	580.00
Glass repair	\$111.89
Subtotal	\$691.89
Plus filing fee	\$50.00
Total amount due to the landlord	\$741.89

Conclusion

I HEREBY FIND in favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$741.89**. The order must be served on the respondents and is enforceable through the Provincial Court as an order of that 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: July 30, 2013

Residential Tenancy Branch

