



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MNDC, FF

### Introduction

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

The Landlord said the Tenant was served with the Application and Notice of Hearing (the "hearing package") by personal delivery on June 11, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

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

### Background and Evidence

This tenancy started on December 1, 2002 as a fixed term tenancy with an expiry date of November 30, 2003 and then continued on a month to month basis. Rent was \$585.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant did not pay a security deposit. The Landlord said the Tenant moved out of the rental unit on April 13, 2013 as a result of a 10 Day Notice to End Tenancy dated April 3, 2013.

The Landlord said that the Tenant did not pay rent of \$585.00 and utilities of \$386.10 for April, 2013 so the Landlord issued a 10 Day Notice to End Tenancy for unpaid Rent and Utilities. The Tenant did not pay the rent or the utilities and then moved out. The Landlord said the Tenant signed an agreement on April 17, 2013 that he had no claim on any of the things left in the unit and the Landlord had the right to remove anything left in the rental unit.

The Landlord continued to say he is making a monetary claim for the following items: rent of \$585.00 for April, 2013, unpaid utilities of \$386.10, a municipal cleanup bill for an unsightly yard notice in the amount of \$1,081.46, clean up expenses of \$310.00, dump fees of \$110.00, cleaning supplies and gas of \$151.60 and carpet cleaning charges of \$117.60. The Landlord said his claim is for \$2,741.76 in unpaid rent and utilities and damages, plus his request to recover the filing fee of \$50.00. The Landlord's total claim is \$2,791.76.

The Landlord said he included paid receipts for all of his claims and he provided photographs to show the poor condition of the rental unit at the end of the tenancy.

### Analysis

Section 26 of the Act 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.

Section 46 of the Act says unpaid utilities are treated as unpaid rent after 30 days following the Tenant receiving a formal request to pay the utilities.

The Tenant does not have the right under the Act to withhold part or all of the rent or utilities; therefore I find the Tenant is responsible for the unpaid rent for April, 2013 in the amount of \$585.00 in rent and \$386.10 in utilities.

For a monetary claim for damage of 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 has provided paid receipts for all of the above claims and I accept the Landlord's testimony and evidence that the Tenant was the cause for the loss or damage occurring. Consequently I find that the Landlord has established grounds to be awarded the following monetary claims for damages:

City bill for cleanup of yard	\$1,081.46	
Dump fees	\$ 110.00	
Clean up expenses	\$ 310.00	
Clean up supplies and gas	\$ 151.60	
Carpet cleaning costs	\$ 117.60	
Total damages		\$ 1,770.66
Total unpaid rent and utilities		\$ 971.10
Total monetary claim		\$ 2,741.76

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 of 2,791.76 which represents the Landlords' monetary claim and the filing fee.

Conclusion

A Monetary Order in the amount of \$2,791.76 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: October 16, 2013

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Residential Tenancy Branch