



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mason Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR; MND; MNDC; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damages; for compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that he mailed the Notice of Hearing documents to the Tenant, by registered mail, on September 26, 2013. The Landlord provided a copy of the receipt and tracking number in evidence. The Landlord testified that he also sent copies of his documentary evidence to the Tenant by registered mail on November 1, 2013.

The Tenant did not provide any documentary evidence.

Issues to be Decided

- Is the Landlord entitled to unpaid rent for September, 2013; unpaid hydro; and recovery of the cost of cleaning the rental unit and shampooing the carpets at the end of the tenancy?
- May the Landlord apply security deposit towards partial recovery of its monetary award?

Background and Evidence

A copy of the tenancy agreement was provided in evidence. This tenancy began on July 1, 2008. At the end of the tenancy, monthly rent was \$701.00, due on the first day of each month. Rent did not include utilities, which were in the Tenant's name. The Tenant paid a security deposit in the amount of \$300.00 on July 15, 2008.

The Tenant did not pay rent when it was due on September 1, 2013. The Landlord gave the Tenant a 10 Day Notice to End Tenancy on September 4, 2013. The Tenant

accepted the Notice and moved out of the rental unit on September 11, 2013. A move-out Condition Inspection Report was completed on September 14, 2013. The Tenant agreed that the Landlord could retain the security deposit in compensation for the cost of cleaning the rental unit.

The Landlord seeks a monetary award, calculated as follows:

Carpet cleaning	\$60.00
Drapery cleaning	\$30.00
Cleaning suite (5 hours @\$20.00 per hour)	\$100.00
Unpaid rent for September, 2013	\$701.00
Estimated cost of final hydro bill	<u>\$30.06</u>
TOTAL	\$921.06

The Landlord's agent testified that he does not have the final hydro bill yet, but that he was told that it would be \$30.06 by a representative of the power company. He stated that if the Tenant does not pay the bill, the power company will require the Landlord to pay it.

The Tenant stated that he has already paid the power bill.

The Tenant stated that he agrees that he owes the Landlord the amount claimed for cleaning, but he disputes that he owes the Landlord rent for the month of September. The Tenant stated that he moved out on September 11, 2013, so he shouldn't have to pay rent for the whole month of September, 2013.

Analysis

The Tenant does not dispute the Landlord's claim for cleaning the suite. Therefore this portion of the Landlord's claim is granted in the total amount of **\$190.00**.

I find that the Landlord's application for the cost of the Tenant's last hydro bill is premature. This portion of the Landlord's claim is **dismissed with leave to reapply** if the Tenant has not paid the bill and the power company comes to the Landlord for payment of the amount owing.

I explained to the Tenant that the Landlord is entitled to loss of revenue for the month of September, 2013, because the Landlord lost revenue as a result of the Tenant's breach of the Act. Therefore, I allow the Landlord's claim in the amount of **\$701.00**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and accrued interest towards partial satisfaction of the Landlord's monetary award. Interest in the amount of \$2.09 has accrued on the security deposit.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Loss of revenue for September, 2013	\$701.00
Cost of cleaning the rental unit at the end of the tenancy	\$190.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$941.00
Less security deposit and accrued interest	<u>- \$302.09</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$638.91

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$638.91** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced 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: November 19, 2013

Residential Tenancy Branch

