



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sutton Advantage Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that the tenants vacated the rental unit at the end of March 2013. The rental is in a small Vancouver Island community. In October 2013 the landlord became aware that the tenants were renting a home owned by a friend, B.R. The landlord went to the home with B.R. and met the tenants there. The landlord was able to confirm that the tenants lived at the friend's rental unit.

The landlord then attempted to personally serve the tenants, but was unsuccessful. On December 5, 2013 the landlord served each tenant with copies of the Application for Dispute Resolution and Notice of Hearing, to the rental unit his friend owned. At the time the landlord confirmed with his friend that he was in fact still renting to both of the tenants. The landlord provided a copy of a Canada Post receipt and tracking number for each tenant. Both of the registered mail packages were returned and marked by Canada Post as unclaimed.

I have accepted the landlord's testimony that he established where the tenants were residing at the time service occurred; I found his testimony credible and that he took all reasonable steps to establish the address for both tenants. A party may not avoid service by refusing to claim registered mail. Therefore, in accordance with section 90 of the Act I find that each tenant was given a copy of the hearing package effective December 10, 2013. Neither tenant attended the hearing.

Preliminary Matters

The application indicated a claim for unpaid rent and utilities. The details of the dispute section on the application indicated a claim for damage to the rental unit, unpaid rent

and damage or loss under the Act; therefore, I have considered all matters indicated on the application.

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid utilities?

Is the landlord entitled to compensation for fees?

Is the landlord entitled to compensation for cleaning?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on August 1, 2012, rent was \$1,200.00 per month, due on the 1st day of each month. A security deposit was not paid.

A copy of the tenancy agreement was supplied as evidence. The tenants signed agreeing:

- to pay 2/3rd of BC hydro and CRD water to the landlord within fifteen days of receiving copies of invoices;
- Clause 10 required the tenants to pay a late rent fee in the sum of \$25.00; and
- Clause 23 required the tenants to professionally clean the carpets at the end of the tenancy.

The landlord provided a copy of the move-in and move-out condition inspection reports. The tenants signed an attachment to the tenancy agreement, dated July 19, 2012, which indicated that "check out time is 1:00 p.m. on the last day of the month." The landlord went to the unit on March 31, 2013 at 1 p.m. and the tenants had vacated and did not participate in the inspection. No other notice of the inspection was given to the tenants. The landlord completed the inspection report on April 13, 2013.

The tenants did not give the landlord a written forwarding address.

The landlord has claimed the following compensation:

Utilities	\$1,101.44
Late rent fees	50.00
Carpet cleaning	250.00
Cleaning	270.00
TOTAL	\$1,671.44

A copy of a tenant ledger was supplied as evidence. The ledger indicated the following utility charges applied to the tenant's account:

WATER		HYDRO	
August 1 – 17, 2012	6.80	August 11 – September 28, 2012	111.41
August 18 – October 12, 2012	40.33	September 29 – November 29, 2012	287.72
October 13 – December 7, 2012	55.18	November 30 2012 – January 31, 2013	393.34
December 8, 2012 – February 15, 2013	77.64	February 1 – April 2, 2013	344.46
TOTAL	\$179.95		\$1,136.93

The ledger sums exceed the amount claimed on the application by \$215.44.

The landlord said that the tenants were given statements each time a bill was received, but that payments had not been made.

The tenants paid December 2012 rent on the 7th and January 2013 rent on the 7th. The landlord has claimed \$25.00 late fees for each month.

The landlord did not supply verification of the sums claimed for carpet cleaning and cleaning.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In the absence of the tenants, who were served with notice of this hearing, I find that the landlord is entitled to compensation in the sum of \$1,101.44 for unpaid water and hydro. The tenancy agreement required payment and I have accepted the landlord's affirmed testimony that the tenants were given notice of the utility costs when each bill was received. I have not increased the amount of compensation to align with that indicated on the ledger as the tenants were not served with notice of a claim in that sum.

Based on the term of the tenancy agreement and the records maintained by the landlord I find that the landlord is entitled to compensation in the sum of \$50.00 for late rent payments fees, as claimed.

In the absence of verification that the carpets were professionally cleaned by the landlord and in the absence of verification of the sum claimed for cleaning, I find that those claims are dismissed.

As the landlord's application has merit, I find the landlord is entitled to recover the \$50.00 filing fee from the tenants for the cost of this Application for Dispute Resolution.

Therefore, the landlord has established a monetary claim, in the amount of \$1,201.44; a monetary Order in that sum has been issued. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to compensation for utilities and fees; the balance of the claim is dismissed.

The landlord is entitled to filing fee costs.

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: February 11, 2014

Residential Tenancy Branch

