



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent and a Monetary Order for damage to the unit, site or property.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*; served by registered mail on January 24, 2014. Canada Post tracking numbers were provided by the landlord in documentary evidence for each of the three tenants named on the application. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agent appeared, gave sworn testimony, was 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

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to a Monetary Order for damage to the unit?

Background and Evidence

The landlord testifies that this tenancy started on June 26, 2012 for a fixed term of one year. For the final month of the tenancy the tenancy agreement reverted to a month to month tenancy. The rent for this unit was \$1,875.00 per month plus 70 percent of utilities. The tenants paid a security deposit of \$937.50 on June 22, 2012. The tenancy agreement has been provided in evidence and indicates that there were four tenants named on the tenancy agreement. The landlord's agent testifies that as only the three tenants named on the application gave a forwarding address in writing to the landlord the forth tenant was not named or served on with this application.

The landlord's agent testifies that the tenants owed an amount of rent that had rolled over from previous months of \$30.00. As this was not paid in the last month the landlord also seeks a late fee of \$25.00 as the tenants were notified on the tenancy agreement clause 10 that a late fee will be charged.

The landlord's agent testifies that the tenants had become behind with utilities. The bills were all paid by the owner of the unit and the bills were then sent to the manager who forwarded them to the tenants with an invoice for payment. The bills and invoices have been provided in evidence. The bills indicate the tenants 70 percent share of the utilities. The landlord's agent testifies that when she took over as the agent for the landlord she went through all the invoices and payments again and produced a spread sheet showing which bills payments had been received and which were outstanding. The landlord's agent testifies that she sent this to the tenants and also had a meeting with one of the tenants who went through the bills and invoices with the landlord's agent and agreed that there were utilities outstanding.

The tenants had informed the landlord's agent that they had paid some of these bills by email transfer. However the landlord has a record of all payments made. The tenants were asked to provide evidence to the landlord's agent of any further email transfers they had made that were not recorded on the landlords spreadsheet. The tenants failed

to produce any evidence of this nature. The landlord's agent testifies that the tenants have outstanding utilities of \$2,625.13 and the landlord seeks a Monetary Order to recover these.

The landlord's agent testifies that during the move out inspection the tenants agreed in writing that the landlord could keep the security deposit to apply to the outstanding rent and utilities. The landlord has provided a copy of the inspection reports in evidence. The move out report also indicates that the unit was not left in a reasonable clean condition and that some repairs were required.

The landlord's agent testifies that the following items were left unclean or damaged:

The carpets were not cleaned and had been left dirty. The landlord hired a carpet cleaner to clean the carpets and the landlord seeks to recover \$191.10 as indicated on the invoice provided in evidence.

The tenants damaged two fridge door bars. The fridge was only a year old. The landlord seeks to recover \$38.08 for replacement parts as indicated on the invoice provided in evidence.

The tenants had done some cleaning however it was less than satisfactory. The landlord's agent cleaned for four hours at \$20.00 per hours and another cleaning person also cleaned for four hours at \$20.00 per hour. The landlord seeks to recover \$160.00 as indicated on the invoices provided in evidence.

The tenants left garbage and some old furniture at the unit. The landlord's agent arranged to have the garbage, a table, a chair and an old barbeque removed to the dump. The landlord seeks to recover \$94.50 as indicated on the invoice provided in evidence.

The tenants had caused some damage in the unit. The landlord engaged a repair man to make various repairs such as painting of walls ceiling and doors, repairs to doors and window frames, holes in the walls, to remove and dispose of a damaged closet door, to replace a broken switch plate, to replace and paint a broken spindle on the porch and to replace two blinds. The repairman has provided an invoice detailing the repairs, painting, patching and touch ups completed for his labour and supplies used. The landlord seeks to recover \$640.00 as indicated on this invoice provided in evidence.

The landlord testifies that the unit had been freshly renovated a year before the tenants took possession and it was in a good condition at that time they moved in. The condition inspection report was sent to the tenants by email as requested and after the repairs were completed the invoices were also sent to the tenants with an update on how much was owed by the tenants. The tenants have failed to make any payment to the landlords. At the hearing the amounts claimed were discussed and a revised amount of \$3,803.81 was determined as owed in total before the security deposit was deducted.

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 landlord's documentary evidence and the sworn testimony before me of the landlord's agent. I refer the parties to the Residential Tenancy Policy Guidelines # 13 which provides information on the rights and responsibilities of co-tenants. This states, in part, that

Co-tenants are jointly responsible for meeting the terms of the tenancy agreement. Co-tenants also have equal rights under the tenancy agreement.

Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means that the landlord can recover the full

amount of rent, utilities or any damages from all or any one of the tenants. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.

I am satisfied from the undisputed testimony before me that the tenants owe an amount of rent for **\$30.00**. I am also satisfied that the tenancy agreement contains a clause that informs the parties that a late fee of \$25.00 will be applied to any rent that is late. As there is an outstanding balance for rent then I find the landlord is also entitled to apply this clause and is entitled to recover a late fee of **\$25.00**.

With regards to the landlords claim for unpaid utilities; the tenancy agreement shows that the tenants' share of utilities is 70 percent. The landlord has provided sufficient evidence to show that the tenants were sent copies of the utility bills and invoices for payment. The amount of \$2,625.13 remains outstanding. I have gone through the utility bills and spread sheets provided by the landlord and found this amount to be accurate. Consequently, I uphold the landlords claim to recover **\$2,625.13** from the tenants.

With regard to the landlord's claim for damages and cleaning; I have reviewed the move in and move out condition inspection reports. The purpose of doing these reports is to provide evidence of the condition of the rental unit at the beginning of the tenancy so that the Parties can determine what damages were caused during the tenancy. I am therefore satisfied with the undisputed evidence and testimony before me concerning the condition the rental unit was in at the end of the tenancy. I therefore uphold the landlord's claim for cleaning, repairs, painting and carpet cleaning to an amount of **\$1,123.68**.

As the tenants have agreed in writing that the landlord may keep the security deposit of **\$937.50** to offset against the landlords monetary claim, I have deducted the security deposit from the landlord's total monetary claim as follows:

Unpaid rent and late fee	\$55.00
Unpaid utilities	\$2,625.13
Carpet cleaning	\$191.10
Repair to the fridge	\$38.08
Cleaning	\$160.00
Garbage and furniture removal	\$94.50
Repairs and painting	\$640.00
subtotal	\$3,803.81
Less security deposit	(-\$937.50)
Total amount due to the landlord	\$2,866.31

Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,866.31**. The Order must be served on the respondents. Should the respondents fail to comply with the Order, the Order may be enforced 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: May 08, 2014

Residential Tenancy Branch

