



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on February 3, 2014 in accordance with Section 89.

Based on the undisputed testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid utilities; for removal of garbage; for replacement of property and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted the tenancy began on August 1, 2012 as a 1 year fixed term tenancy that converted to a month to month tenancy on August 1, 2013 for a monthly rent of \$2,400.00 plus utilities due on the 1<sup>st</sup> of each month with a security deposit of \$1,000.00 paid. The landlord confirmed the tenants vacated the rental unit on August 30, 2013.

The landlord submitted into evidence a copy of a utility bill for water and sewer in the amount of \$1,210.22 for the period May 18, 2013 to August 31, 2013. The total amount owed includes previous arrears of \$747.46.

The landlord testified that the tenants had failed to remove garbage from the garage at the end of the tenancy and despite repeated attempts to contact the tenants and their

promise to return and remove the garbage the tenants failed to do so. The landlord has submitted a receipt for the garbage removal at a cost of \$75.00.

The landlord also submits that at the start of the tenancy a recycling blue box was provided by the tenants and that they removed it prior to the end of the tenancy. The landlord has submitted a receipt for a replacement blue box at a cost of \$12.86.

### Analysis

Based on the undisputed testimony of the landlord, I find the tenants failed to pay the utility costs for water and sewage as per the tenancy agreement. I find the landlord is entitled to compensation in the amount of \$1,210.22

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

I find, based on the undisputed testimony of the landlord, that the tenants failed to remove garbage from the rental unit at the end of the tenancy and failed to return to the landlord a recycling blue box that was provided at the start of the tenancy. I find the landlord suffered a financial loss as a result. I accept the landlord has established the value of these losses through the receipts provided.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,348.08** comprised of \$1,210.00 utilities owed; \$75.00 garbage removal; \$12.86 blue box replacement and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: May 21, 2014

