



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession – Section 55;
2. A Monetary Order for unpaid rent and utilities- Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing personally in accordance with Section 89 of the Act. The Tenants did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

At the onset of the Hearing the Landlord withdrew the claim for an order of possession as the Tenant moved out of the unit on June 1, 2014.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy stated on September 2013 and ended on June 1, 2014. Rent of \$575.00 was payable each month and at the outset of the tenancy the Landlord collected \$290.00 as a security deposit. The Landlord gave the Tenants a one month notice to end tenancy for cause dated April 30, 2014. The Notice has an effective date of April 30, 2014. The Landlord states that the Tenants used too much water during the tenancy and also caused the Landlord a loss of rental income by not telling the Landlord that they would be moving out of the unit when they did. The Landlord states that there is no written tenancy agreement and there was no oral agreement for the Tenants to pay any utilities. The Landlord states that the unit was advertised

in the second week of July 2014. No water bill was provided. The quantum of the Landlord's claim is \$375.00

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Noting that the Notice has an incorrect effective date that should read May 30, 2014, I find that the Tenants moved out of the unit as required by the Notice. Where a tenancy ends no further rent is payable and the Tenants were not obliged to pay rent for June 2014 as the Landlord ended the tenancy. I further find that the Landlord has failed to substantiate that anything done by the Tenants caused the Landlord to lose rental income for June 2014 and I dismiss this claim. As there is no written or oral agreement to pay for utilities, I find that the Landlord has failed to substantiate its claim for unpaid utilities. As the Landlord's application has had no merit, I decline to award recovery of the filing fee. I order the Landlord to return the Tenant's security deposit of \$290.00 to the Tenants forthwith.

Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$290.00**. If necessary, this order may be filed in the Small Claims Court 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: July 07, 2014

