



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and for compensation for loss or damage under the Act, regulations or tenancy agreement.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on July 10, 2014. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants’ absence.

Issues(s) to be Decided

1. Are there rent or utility arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent or utilities and if so how much?
3. Are there other losses or damages and is the Landlord entitled to compensation?

Background and Evidence

This tenancy started on December 1, 2013 as a month to month tenancy. Rent was \$325.00 plus \$50.00 for satellite TV and wood and electric were separate and in addition to the rent. The Tenants did not pay a security deposit. The Landlord said the Tenants moved out of the rental unit without notice at the end of April, 2014 approximately. The Landlord continued to say she gave the Tenants a hand written eviction notice in March, 2014 for the end of May, 2014.

The Landlord said that the Tenant did not pay \$250.00 for satellite TV, \$200.00 in Fortis charges, \$250.00 for wood for heat and the Landlord is requesting \$20.00 for her time to clean the garage after the Tenants moved out. The Landlord said she included receipts for all but the cleaning charges and a copy of the tenancy agreement that includes all the items she is claiming. The Landlord said her total claim is \$720.00.

Analysis

Section 26 of the Act says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 46 (6) of the Act says that unpaid utilities can be treated as unpaid rent if the utilities are unpaid for 30 days after a request is made by the Landlord to the Tenants to pay the utilities. I find the Landlord requested the utilities to be paid and the Tenants have not paid the utilities within the 30 days; therefore I find in favour of the Landlord and I award the Landlord \$250.00 for satellite TV charges, \$200.00 for Fortis utility charges and \$250.00 for wood that the Tenants did not replace. Further I accept the Landlord's testimony that she cleaned the garage after the Tenants moved out and I award the Landlord \$20.00 for her time. Consequently I award the Landlord \$720.00 for unpaid utilities and for her time to clean the garage.

Conclusion

A Monetary Order in the amount of \$720.00 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 24, 2014

Residential Tenancy Branch