



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

In evidence there is a partial copy of a tenancy agreement. The parties agree that this document reflects the terms of the tenancy between the landlord and the tenants as named in the landlord's application. The fixed term of tenancy is from August 01, 2014 to September 01, 2015. Monthly rent is \$1,100.00 and a security deposit of \$550.00 was collected. Over and above monthly rent, the parties agree that the tenants are responsible for paying a flat rate of \$60.00 per month for cable / internet. A move-in condition inspection report was not completed.

Tenancy ended tenancy effective February 07, 2015. The parties agree that no rent is outstanding. A move-out condition inspection report was not completed. The parties agree that the security deposit has been repaid.

Analysis

At the outset, the attention of the parties is drawn to the following legislation:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 35: **Condition inspection: end of tenancy**

Based on the testimony of the parties and documentary evidence which includes, but is not limited to, utility invoices and photographs, the various aspects of the landlord's application and my findings around each are set out below. I note that the amounts claimed on the landlord's application itself and on his monetary order worksheet, are not entirely consistent and, in short, there is an absence of clarity in his calculations.

\$234.43: *hydro*

The tenants do not dispute that they are responsible for paying hydro. However, the tenant testified that the amount in question is higher than usual, as it reflects the landlord's partial use of hydro for his own purposes during the period in question, which is December 11, 2014 to February 11, 2015. The tenant also noted that the period in question includes 4 days after the tenancy ended on February 07, 2015. I find that the landlord has established entitlement limited to **\$218.79**, which is calculated as follows:

\$234.43: *cost of hydro for approximately 60 days*

\$3.91: *per diem cost of hydro (\$234.43 ÷ 60)*

\$15.64: *4 days' worth of hydro (4 x \$3.91)*

\$218.79: *net amount owed to landlord (\$234.43 - \$15.64)*

\$28.73: *gas (Fortis) for the period December 16, 2014 to January 16, 2015*

\$6.00: *estimated cost between January 17 and February 07, 2015 when tenants left*

The tenants do not dispute that they are responsible for paying monthly gas (Fortis). Based on the documentary evidence and testimony, I find on balance that the landlord has established entitlement to the total amount claimed of **\$34.73**.

\$60.00: *cable / internet*

The landlord testified that this was often paid separately but at the same time as the monthly rent at the beginning of each month. He also testified that payment of cable / internet on any given occasion was with respect to the preceding month. The tenant testified that no payment for cable / internet is still outstanding, and the landlord testified that he did not routinely issue receipts for payment of either rent or cable / internet. In the result, I find there is insufficient evidence before me to support this aspect of the claim and it is hereby dismissed.

\$4.00: *cost of new plug outlet*

In the absence of the comparative results of move-in / move-out condition inspection reports, or a receipt, this aspect of the application is hereby dismissed.

\$45.00: *landlord's labour / time / travel*

Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, this aspect of the application is hereby dismissed.

\$50.00: *filing fee*

As the landlord has achieved some success with the main aspects of his application, I find that he has also established entitlement to recovery of the full \$50.00 filing fee.

Sub-total entitlement: \$303.52 (\$218.79 + \$34.73 + \$50.00)

The above amount is reduced by what the landlord claims was a **\$95.00** prepayment by the tenants of anticipated costs. In the result, I find that the landlord has established a net entitlement to **\$208.52** (\$303.52 - \$95.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$208.52**. Should it be necessary, this order may be served on the tenants, 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: May 13, 2015

Residential Tenancy Branch

