



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, 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. A Monetary Order for unpaid utilities - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

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

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on July 1, 2014 for a fixed term ending December 31, 2014. The tenancy ended on January 15, 2015. Rent of \$2,200.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$1,100.00 as a security deposit and \$200.00 as a pet deposit. The Parties mutually conducted a move-in inspection on June 30, 2014. The Landlord made two offers for a move-out inspection. The first offer for January 15, 2015 at 1:00 p.m. was given to the Tenants in person on approximately January 10, 2015. The Tenants did not attend the unit or

contact the Landlord for this date so the Landlord put a second opportunity for January 20, 2015 at 10:00 a.m. in the Tenant's mailbox at their forwarding address. The Tenants provided their forwarding address to the Landlord in November 2014 when the Tenants gave their notice to end the tenancy for January 15, 2015. The Tenants did not attend the second opportunity and did not contact the Landlord. The Landlord then conducted the inspection completed the report and sent a copy by mail to the Tenants.

The Landlord states that the Tenants are required to pay the utilities and that the Tenant failed to pay water and sewer charges of \$564.48. The Landlord provided invoices that indicate charges for water, sewer, garbage and infrastructure charges in this amount. The Landlord provided a copy of the tenancy agreement that indicates that water and garbage are not provided with the rent.

The Landlord states that the Tenants left the unit unclean and claim \$157.50 for the cost of cleaning the carpet. The Landlord provided a receipt for this cost. The Landlord states that the Tenants left belongings and garbage in the unit and that the walls in the kitchen, bedrooms and basement were stained with food or other materials and required washing. The Landlord states that cleaners were hired, that it took the cleaners approximately 12 hours to clean the unit at \$35.00 per hour. The Landlord claims \$441.00. The Landlord provided the name of the cleaning company that did the work.

Analysis

Section 36 of the Act provides that the right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the landlord has given the tenant two opportunities for inspection and the tenant has not participated on either occasion. Based on the undisputed evidence that the Tenant did not participate in the move-out inspection and that the Landlord gave two opportunities for such an inspection, I find that the Tenant's right to return of the security deposit is extinguished.

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. While the tenancy agreement indicates that water and garbage is not included in the rent nothing in the tenancy agreement requires or notes any costs for sewer or infrastructure charges. I find therefore that the Landlord has only substantiated the water and garbage costs of **\$294.00**. I note that the Landlord is only claiming ½ the cost of the first bill as it includes the month prior to the start of the tenancy. Based on the undisputed evidence of the Landlord that the Tenant failed to leave the unit and carpets clean, I find that the Landlord is entitled to **\$598.50**.

As the Landlord has been successful with its application I find that the landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$892.50**. As the combined pet and security deposit of **\$1,300.00** plus zero interest covers the Landlord's entitlement I find that the entitlement has been fully satisfied and that the Landlord may retain the amount remaining.

Conclusion

The Tenant's right to return of the security and pet deposit plus interest of \$1,300.00 is extinguished and the Landlord's entitlement is fully satisfied by this amount.

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: August 07, 2015

Residential Tenancy Branch

