



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MND MNDC MNR MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord has also requested recovery of the filing fee for this matter. The tenant did not attend the conference call hearing despite having been served with the Application for Dispute Resolution and Notice of Hearing by way of registered mail sent on April 21, 2015. The landlord testified that the tenant signed for the registered mail package on April 24, 2015.

Issue(s) to be Decided

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on January 1, 2014 and was to run for a fixed term ending on December 31, 2014. The rent was \$1095.00 due in advance on the first day of each month. The tenancy agreement also stipulated that the tenant was to pay the hydro bills. The tenant paid a security deposit of \$547.00 at the start of the tenancy.

In an email dated September 27, 2014 the tenant gave the landlord notice that he would be ending his tenancy in advance of the December 31, 2014 end of term date. The tenant advised that he would be vacating the rental unit on November 1, 2014. Ultimately, the tenant did vacate the rental unit on November 1st but left many of his belongings in the rental unit. It was not until December 21, 2014 that the tenant had removed all of his things and had returned the final door key to the landlord.

The tenant did not pay rent or hydro for November or December.

After the tenant was gone, the landlord stayed in touch with the tenant by way of email. In these emails, the subjects of outstanding rent, hydro payments and carpet cleaning were addressed. The tenant did not dispute that these items were outstanding over the course of these emails.

Indeed – in an email to the tenant dated January 1, 2015 the landlord sent the tenant the following table entitled “**Outstanding Charges**”:

Nov 2014 Rent	\$1,095.00	
Dec 2014Rent	1,095.00	
Less: Security Deposit	(547.50)	
Carpet Cleaning	94.50	Bud's Carpet Cleaning
Electricity – November	15.87	BC Hydro
Electricity – December	72.86	BC Hydro
Balance owing	<u>\$1,825.73</u>	

The tenant responded to this email on the same day (in fact, one minute later) as follows:

“Sounds good. I believe my next payday is this coming Wednesday.”

In yet another email from the tenant dated November 19, 2014, the tenant had also stated as follows:

“Let me know what the hydro is. I certainly will not dispute the hydro and vacancy for November and possible vacancy for December. I will do my best to reimburse as soon as I can.”

The landlord continued to email and phone the tenant until April 20, 2015 and despite the tenant’s repeated statements that he would pay the landlord as soon as possible, no payments were, in fact, received by the landlord. As a result, the landlord filed the application that is now before me.

Analysis

Monetary Order for Rental Arrears

The landlord has claimed unpaid rent for the months of November and December 2014. The landlord makes this claim on the basis that the tenant did not completely vacate the rental unit until December 21, 2014 and on the basis that this was a fixed term tenancy agreement that was supposed to end on December 31, 2014. Further, as stated above, the tenant did not dispute the landlord’s claim for unpaid rent. As a result, I find that the landlord is entitled to receive an order for unpaid rent in the amount of \$2,190.00. I am issuing the enclosed monetary order that includes the landlord’s claim for this amount.

Carpet Cleaning and Electricity

The landlord has claimed \$94.50 for carpet cleaning and \$84.84 for outstanding utilities. A receipt for the carpet cleaning and the BC Hydro bills were submitted in support of these claims. In addition, both of these amounts were provided to the tenant in the emails between the parties after the tenant vacated. (I note that the claim for electricity for December dropped slightly after

the initial tabulation of costs were sent to the tenant). The tenant did not dispute either of these claims. As a result, I find that the landlord has established his claim for these items. I am issuing the enclosed monetary order that includes the landlord's claim for this amount.

Security Deposit

The landlord testified that he continues to hold a security deposit of \$547.50. I will allow the landlord to retain the security deposit in partial satisfaction of the monetary award.

Filing Fee

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary Order in favour of the landlords as follows:

Rental Arrears for November	\$1095.00
Rental Arrears for December	1095.00
Carpet Cleaning	94.50
Electricity - November	15.87
Electricity - December	68.97
Less Security Deposit and Interest (\$547.50 plus \$0.00 interest)	-547.50
Recovery of Filing Fee for this application	50.00
Total Monetary Award	\$1,871.84

The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Provincial 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: September 29, 2015

Residential Tenancy Branch