



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes FF MNR MNSD

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and utilities and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord also seeks recovery of the filing fee from the tenants. Both parties attended the hearing and had an opportunity to be heard.

### Issue(s) to be Decided

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on May 1, 2014 and ended in mid-September 2014. The rent was \$1200 per month plus utilities. The tenants vacated the unit after being served with a 10 day Notice to End Tenancy on September 2, 2014. The landlord claims that the tenant paid no rent for September 2014 and also failed to pay the BC Hydro bills for the period May 9 to September 15. A copy of this bill was submitted into evidence by the landlord.

The tenant attended the hearing and disputed the landlord's claim on the grounds that they did not like the condition of the unit when they moved in and that they did, in their estimation, \$10,000.00 worth of repairs and improvements to the rental unit. The tenants complained that the house had obviously been used as a grow op and that this caused the house to smell like dirt and mold.

The landlord disputed the tenants' allegations and while admitting that he knew there had been grow op equipment stored in the basement of the house by previous tenants, he testified that the house never actually had an active operation.

The hearing started to turn into a heated argument between the parties so I advised that I would be terminating the hearing since all relevant evidence had already been presented.

### Analysis

While I understand that the tenants were unhappy with the condition of the house when they moved in and that they believe the improvements made far outweigh the amount claimed by the landlord, I find that the landlord has established his claim. The rent was due on September 1, 2014 and it was never paid. As well, the tenancy agreement stipulated that the tenants were responsible for paying utilities but failed to pay the last bill. The condition of the house and improvements made do not affect the tenants' responsibilities to make these payments.

### Conclusion

I find that the landlord has established a total monetary claim of \$1486.45. I find as well that the landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1536.45. I order that the landlord retain the deposit and interest (\$0.00) of \$600.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$886.45. 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: November 13, 2015

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Residential Tenancy Branch

