



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC, MND, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent/utilities; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that sometime in June of 2015 the Application for Dispute Resolution, the Notice of Hearing, and 3 pages of evidence the Landlord submitted to the Residential Tenancy Branch were served to each Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted two Canada Post receipts that corroborate this statement; however the dates on the receipts are not legible. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenants did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to compensation unpaid rent/utilities and for damage to the rental unit?

### Background and Evidence

The Landlord stated that:

- this tenancy began on April 01, 2015;
- the Tenants agreed to pay rent of \$800.00 by the first day of each month;
- sometime during the third week of May of 2015 she discovered the rental unit had been abandoned;
- the Tenants gave no notice of their intent to vacate the rental unit;
- the Tenants only paid \$700.00 in rent for April and no rent was paid for May;
- that the Tenants agreed to pay for electricity consumed during the tenancy; and
- the Tenants did not pay for any electricity consumed during their tenancy.

The Landlord is seeking \$100.00 in unpaid rent from April of 2015 and \$800.00 in unpaid rent for May of 2015.

The Landlord is seeking \$581.81 for electricity consumed during the tenancy. She submitted an electricity bill in the amount of \$851.81 for the period between March 26, 2015 and May 28, 2015. She calculated that the Tenants owe \$581.81 of this bill based on the duration of their tenancy.

The Landlord is seeking compensation, in the amount of \$285.00, for cleaning the rental unit. The Landlord stated that the rental unit required a significant amount of cleaning, which included disposing of a large amount of personal property/garbage. The Landlord submitted photographs of the property/garbage left in the unit.

The Landlord stated that she spent approximately 6 hours cleaning/disposing of garbage; she paid a young man \$80.00 for the 4 hours he spent helping to dispose of the garbage; she paid \$20.00 in disposal fees; and she spent \$35.00 in gas taking the garbage to the dump.

### Analysis

On the basis of the undisputed evidence, I find that the Tenants agreed to pay rent of \$800.00 by the first day of each month and that they vacated the rental unit sometime prior to the end of May of 2015 without giving notice of their intent to vacate.

Section 26 of the *Act* requires tenants to pay rent when it is due. As the Tenants only paid \$700.00 of the rent that was due on April 01, 2015, I find they still owe \$100.00 in rent for that month. As the Tenants did not give notice of their intent to vacate the rental unit prior to May 01, 2015, I find they must also pay the \$800.00 in rent that was due on May 01, 2015.

On the basis of the undisputed evidence, I find that the Tenants agreed to pay for electricity consumed during the tenancy. On the basis of undisputed evidence I find it reasonable to conclude that the Tenants were responsible for electricity consumption for the full month of May and for three weeks in April, which is a total of 51 days. I therefore find that the Tenants are obligated to pay for 51 days of the electricity bill for the period between March 26, 2015 and May 28, 2015, which is 63 days. I calculate  $51/63$  of the \$851.81 bill to be \$689.56. I therefore find that the Landlord is entitled to the full amount of her claim for \$581.81. I am unable to award electricity costs in an amount that is greater than the Landlord has claimed.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

In the absence of evidence to the contrary, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to leave the rental unit in reasonably clean condition. I therefore find that the Landlord is entitled to compensation for the 10 hours she and a third party spent cleaning the rental unit, at an hourly rate of \$20.00, which equates to \$200.00.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage. In these circumstances, I find that the Landlord failed to establish the true cost of the disposal fees or the gas she consumed to dispose of the garbage. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence that corroborates the Landlord's statement it cost \$20.00 to dispose of the garbage or to establish the distance to the disposal facilities. When receipts or other corroborating evidence is available, or should be available with reasonable diligence, I find that a party seeking compensation for those expenses has a duty to present that evidence. On this basis, I dismiss the Landlord's claim for disposal fees and the cost of gas.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$1,731.81, which is comprised of \$900.00 in unpaid rent, \$581.81 for electricity costs, \$200.00 for cleaning, and \$50.00 in compensation for the fee paid to file this Application.

Based on these determinations I grant the Landlord a monetary Order for \$1,731.81. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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 12, 2015

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Residential Tenancy Branch

