



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover unpaid rent and utilities and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent and utilities and the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started on March 15, 2019 and the monthly rent was \$2,400.00 due in advance on the 1st of each month. Prior to moving in the tenant paid a security deposit of \$1,200.00.

A copy of the tenancy agreement was filed into evidence. The tenant agreed that she was required to pay for water, garbage removal, gas and hydro.

The landlord stated that she had hired an electrical company to do some upgrades to the unit and this work was scheduled for 4 days during the tenancy. The parties agreed that the landlord gave the tenant adequate notice prior to the appointments for the work to be done.

The work was scheduled for April 25 and May 06 and 07. On April 25, 2019, the tenant testified that she let the workmen in but started questioning them about the legality of their work. The work men left the job site. On the other two days in May, the landlord stated that the tenant opened the door but would not let the work men do the job as they were in the process of moving out. The tenant moved out on May 10, 2019.

The landlord filed a copy of an invoice for \$2,436.00 but stated that she was claiming only \$2,150.40 because she had negotiated a deal with the company. The landlord did not file any proof of payment and stated that she was given to understand that an invoice would be sufficient evidence to support her claim. I informed the landlord that I would give her the benefit of the doubt and dismiss this portion of her claim with leave to reapply to give her an opportunity to provide documentation to support the quantum of the payment she made for the days of missed work.

The landlord provided an invoice for the cost of water and garbage removal and the tenant agreed to cover her share of the cost.

The tenant failed to pay rent that was due on May 01, 2019 and on May 02, 2019, the landlord served the tenant with a 10-day notice to end tenancy for unpaid rent. The tenant did not pay rent and moved out on or about May 10, 2019. The landlord has applied for unpaid rent for May 2019.

The landlord is claiming the following:

1.	Unpaid rent for May 2019	\$2,400.00
2.	Water and garbage removal	\$112.39
3.	Cancellation of electrical job	\$2,150.40
4.	Hydro	\$386.00
5.	Filing fee	\$100.00
	Total	\$5,148.79

Analysis

1. Unpaid rent for May 2019 - \$2,400.00

The tenant did not pay rent on May 01, 2019 and was served a notice to end tenancy. *Residential Tenancy Policy Guideline#3* refers to claims for loss of income. This guideline states that in a month to month tenancy, if the tenancy is ended by the landlord for nonpayment of rent, the landlord may recover any loss of rent suffered for the next month, as a notice given by the tenant during the month would not end the tenancy until the end of the subsequent month.

Section 5 of the *Residential Tenancy Policy Guideline* states that where a landlord gives a notice to end tenancy and is entitled to claim damages for loss of rental income, the landlord's obligation to re-rent the rental unit begins after the relevant dispute period set out in the *Residential Tenancy Act* has expired. If the tenant files an application to dispute the notice, the landlord is not required to find a new tenant until the arbitration decision and order are received and the time limits for a review application has passed.

In this case, I find that on May 02, 2014, the tenant filed an application to dispute the notice to end tenancy and then moved out on May 10, 2019 without paying rent. Therefore the landlord suffered a loss of income. I find that the tenant is liable for this loss and accordingly I award the landlord her claim of \$2,400.00 for unpaid rent.

2. Water and garbage removal - \$112.39

The tenant agreed that she owed the landlord for water and garbage removal and therefore I grant the landlord her claim.

3. Cancellation of electrical job- \$2,150.00

For the reasons mentioned above, I dismiss this portion of the landlord's claim with leave to reapply.

4. Hydro - \$386.00

The landlord did not provide sufficient evidence to support this claim. She stated that this amount was billed to her mother but did not file a copy of the invoice. I find that the landlord has not proven her claim and therefore it is dismissed.

5. Filing fee - \$100.00

Since the landlord has proven most of hers claim, she is entitled to the recovery of the filing fee.

The landlord has established an entitlement as follows:

1.	Unpaid rent for May 2019	\$2,400.00
2.	Water and garbage removal	\$112.39
3.	Cancellation of electrical job	\$0.00
4.	Hydro	\$0.00
5.	Filing fee	\$100.00
	Total	\$2,612.39

Overall the landlord has established a claim of \$2,612.39. I order that the landlord retain the security deposit of \$1,200.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,412.39. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,412.39**.

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 03, 2019

Residential Tenancy Branch