



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNR FF MNDC MNR MNSD OPR

Introduction

This hearing dealt with a cross application by the parties. The landlords applied for an order of possession and a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants applied to cancel the notice to end tenancy and for a monetary order.

Preliminary Matter

At the outset of the hearing, the landlords said that the tenants had already moved out of the rental unit. The landlords therefore withdrew their application for an order of possession. The tenants also withdrew their application to cancel the notice to end tenancy. The tenants also withdrew their claim for damages to their radio.

Issues to be Decided

Whether the landlords are entitled to a monetary order for unpaid rent, utilities and loss of income?

Whether the tenants are entitled to a monetary order for money owed under the tenancy agreement?

Background and Evidence

On May 13, 2008, the landlords collected a security deposit in the amount of \$350.00. The tenancy began on June 1, 2008. Rent in the amount of \$700.00 is payable in advance on the first of each month. In November, the tenants failed to pay rent. On November 4, the landlords served the tenants with a notice to end tenancy for unpaid rent. On December 1, the tenants moved out of the rental unit.

The landlords were claiming for \$700.00 as unpaid rent for November, \$29.33 for hydro charges for the period from August 15 to October 6, \$63.28 for hydro charges for the period from October 7 to December 1 and \$700.00 as loss of income for December.

The tenants were claiming for \$150.47 for terasen gas charges and \$22.00 for a key chain they installed at the entry door of the rental unit.

Analysis

The tenants admitted that they did not pay the November rent of \$700.00. I therefore allow the landlords' claim for \$700.00 as outstanding rent for November.

As for the total amount of hydro charges of \$92.61, the tenants claimed that they were not aware of their responsibility for such charges. The landlords said that since the inception of the tenancy, there had been a verbal agreement for the tenants to pay 1/3 of the utility charges for the entire house. I note that clause 3 of the tenancy agreement states that the electricity is not included in the rent. Based on the above, I allow the landlords' claim for \$92.61 as hydro charges for the period from August 15 to December 1.

The landlords said that in November, the tenants told them they were moving out but refused to tell them the move-out date. The tenants also refused the landlords' request to show the rental unit to prospective tenants. The tenants eventually moved out in mid afternoon on December 1. The landlords claimed that for these reasons, they were unable to re-rent the rental unit for the month of December. I find that there is a reasonable possibility that the landlords might be able to re-rent the rental unit for December 15. I therefore allow only ½ month rent in the amount of \$350.00 as loss of income for December.

The landlords said that they were unaware of the \$150.47 terasen gas charges they owed the tenants until their receipt of the hearing documents. They did not dispute the tenants' claim in this regard. I therefore allow the tenants' claim for \$150.47 as money owed to them under the tenancy agreement.

Section 31(3) of the Residential Tenancy Act stipulates that the tenants must not change a lock or other means that gives access to their rental unit unless the landlords agree in writing. In this case, the landlords did not give the tenants any written consent for the installation of the key chain at the entry door of the rental unit. The tenants are therefore not entitled to recovery of costs incurred in installing the key chain.

Based on all of the above, I find that the landlords have established a total claim of \$1142.61 whereas the tenants have established a total claim of \$150.47. I dismiss the claim to recovery of the filing fee by both parties. I order that the landlords retain the security deposit and interest of \$352.94 in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of \$639.20. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 03, 2008