



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD

Introduction

This was an application by the landlord for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representative and the tenants participated in the hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The tenancy began in October, 2009. Monthly rent was \$850.00. The tenants paid a \$425.00 security deposit on September 19, 2009. The tenants moved out on July 31, 2010 and a condition inspection was conducted on August 4, 2010.

In the application for dispute resolution The landlord claimed payment of \$67.50 for suite cleaning, \$13.20 for outstanding Hydro charges and \$13.64 for the tenants' portion of the gas bill. The landlord claimed \$250.00 being one half the cost of carpet replacement. The landlord claimed payment of two invoices from a heating service company. The first was for an attendance at the rental property on January 16, 2010. The upstairs tenant called because there was no heat. The furnace for the upstairs unit and for the rental unit was located in the rental unit. The thermostat controlling the furnace was located in the upstairs unit. The invoice was in the amount of \$280.35 and the technician reported that he found the heat was on in the upstairs unit when he

arrived. The furnace in the downstairs unit could not be accessed. The landlord's representative testified that the tenants turned off the furnace when they found that it was too hot in the rental unit, thereby depriving the upstairs occupants of heat, causing them to call about a furnace malfunction. The second invoice was in the amount of \$140.18 and it related to a service call on February 15, 2010. Once again the furnace was on when the technician arrived; he reported that: "Talked to downstairs tenant and his girlfriend may have shut power off to furnace as upstairs tenant keeps thermostat too high and downstairs suite gets too warm."

The tenant acknowledged that he turned off the power to the furnace, but he testified that he was instructed to do so by the landlord's maintenance man if it gets too hot in the rental unit. The tenant also said that the matter of the bills for the service calls was resolved with the landlord's representative and it had been agreed that the tenants should not pay those bills. With respect to the cleaning charges by the landlord, the tenant said that it was noted on the move-in inspection form that certain aspects of the rental unit were not clean when the tenants moved in and they should not be responsible for the landlord's cleaning charges on move out.

At the outset of the hearing the landlord's representative said that the landlord had abandoned its claim for carpet replacement. He said the carpet had been satisfactorily cleaned and had not been replaced. In response to the tenant's submissions about the lack of cleanliness of the rental unit on move-in, the landlord agreed with the tenant's submission and also abandoned its claim for cleaning in the amount of \$67.00. The landlord's representative denied that the landlord or any of its staff had ever instructed the tenants to turn off the power to the furnace if it became too hot. The representative testified that he never agreed with the tenants that they should not be responsible for the service calls. He said that he listened to the tenants' arguments at the time and considered them but he did not agree to forego those charges. He said they were incurred because of the tenants' improper actions in shutting off power to the furnace.

Analysis and Conclusion

The tenant acknowledged during the hearing that the tenants had turned off the power to the furnace because it was too warm in the rental unit. I do not accept the tenant's testimony that he was instructed by the landlord to turn off the furnace as a means of controlling the temperature in the rental unit. If there was an issue with the temperature it should have been the subject of a call or request to the landlord. I find that the tenant's unilateral action of shutting down the furnace put the landlord to the unnecessary expense of two service calls. I allow the landlord's claim for reimbursement of the cost for these calls in the amount of \$420.53. The tenants acknowledged responsibility for the utility charges totalling \$26.84 and I allow this claim. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$497.37. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance in the amount of \$72.37. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: November 25, 2010.
