



Dispute Resolution Services

Page: 1

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 for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenants participated in the teleconference hearing.

At the outset of the hearing, the tenants confirmed that they had received the landlord's evidence and application, and that they did not submit any evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on April 1, 2012. Rent in the amount of \$850 was payable in advance on the first day of each month. The tenancy agreement sets out that in addition to the rent the tenants would pay an additional \$60 per month for 50 percent of the hydro, and "rate increases tenant will pay 50% of hydro increase." At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$425. The landlord and the tenants carried out a move-in inspection and signed a condition inspection report.

The tenants' rent cheque for January 2014 was returned for insufficient funds. On January 15, 2014 the landlord served the tenants with a notice to end tenancy for unpaid rent and utilities. The tenants vacated the rental unit in late January 2014.

Landlord's Claim

On May 1, 2013 the landlord sent the tenants a letter indicating that their unit occupied 65 percent of the area and the tenants' hydro would therefore increase. Further, there was a large outstanding amount owed for hydro. The landlord informed the tenants that they would be required to pay a monthly minimum of \$209.24 for hydro.

The landlord stated that when the tenants vacated the unit they did not give notice, did not clean up or leave all keys, and did not come to do a walk-through.

The landlord has claimed the following amounts:

- 1) \$78 for carpet cleaning;
- 2) \$71.11 for re-keying locks;
- 3) \$231.79 for stove and fridge parts – the landlord submitted a photograph that shows a broken crisper drawer in the fridge;
- 4) \$850 for January 2014 unpaid rent and \$5 for an NSF fee – the landlord submitted a bank letter indicating that the cheque for January 2014 rent was dishonoured and the landlord had been charged a \$5 fee; and
- 5) \$1025.95 for unpaid hydro – the landlord provided his calculations for this amount.

The landlord included invoices, receipts and bills to support his application.

Tenants' Response

The tenants acknowledged responsibility for the costs of carpet cleaning and dump costs, but disputed the remainder of the landlord's claim.

The tenants stated that just after Christmas the landlord told the tenants that they could move out of the rental unit without notice. The tenants stated that they therefore do not think that they owe rent for January 2014.

The tenants stated that they did clean up the rental unit. They stated that the appliances were old, and the landlord's photographs were taken one day before the tenants cleaned up.

The tenants stated that they were paying \$60 per month for utilities and then they had to start paying much more.

Analysis

The landlord is entitled to \$78 for carpet cleaning. Although the tenants acknowledged that they were responsible for the landlord's dump costs, the landlord did not include this amount in the detailed calculation of his claim. I therefore decline to grant the landlord dump costs.

The tenants did not dispute the landlord's evidence that they did not return all of the keys. The landlord submitted two invoices for rekeying locks but did not indicate why rekeying was required on two separate occasions. I therefore grant the landlord only the one lower amount of \$31.36 for rekeying.

The landlord's photograph of the broken portion of the fridge interior clearly shows damage, and this damage was not indicated on the move-in inspection report. The landlord's invoice for the fridge and stove parts indicates that the cost for this item was \$89.99 plus 12 percent tax, for a total of \$100.79. I find that the landlord is entitled to this amount. The landlord did not provide sufficient evidence to establish other damage to the fridge or stove, and I therefore dismiss the remainder of that part of his application.

I find that the landlord is entitled to the rent of \$850 for January 2014. I do not find it likely that the tenants would have attempted to pay January 2014 rent if the landlord had told them they could move without notice, and neither do I find it likely that the landlord would have issued a notice to end tenancy if he had agreed as the tenants claimed. Further, the tenants clearly occupied the rental unit for at least a portion of January 2014. I therefore find that the landlord is entitled to \$850 for January 2014 rent. I also grant the landlord the \$5 bank service fee.

The term in the tenancy agreement regarding payment of hydro does not set out a clear amount or percentage of hydro that the tenants must pay. I accept the evidence of the tenants that they were paying \$60 per month until the landlord demanded greater payments. I therefore find that the tenants were only required to pay \$60 per month for hydro. The landlord's claim for hydro costs is dismissed.

As the landlord's application was partially successful, I find he is also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1115.15. I order that the landlord retain the security deposit of \$425 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$690.15. 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: August 11, 2014

Residential Tenancy Branch

