



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND 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 application and evidence. The tenants did not submit any evidence prior to the hearing. 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 September 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$650. The landlord and tenants did not do a move-in inspection or complete a move-in condition inspection report.

After one year, the landlord and the tenants entered into a second agreement for what was to be a fixed term ending August 31, 2014. The tenants vacated the property on July 27, 2014. They paid \$900 toward rent for August 2014 and told the landlord to keep the security deposit for the balance of the rent. The landlord and the tenants did not do a move-out inspection or complete a move-out condition inspection report.

Landlord's Claim

The landlord stated that the tenants left the home and property filthy and untended, and they failed to pay the overages in hydro and internet that they had agreed to pay. The landlord stated that the tenants were to pay \$1550 per month, representing \$1300 for rent, \$200 for hydro and \$50 for internet, and any overages in payment or charges for real use costs would be settled at the end of the agreement. The landlord submitted emails between the landlord and the tenants which she submitted showed that the tenants understood that this was the agreement regarding the utilities.

The landlord has claimed the following compensation:

- 1) \$907.37 for hydro overage;
- 2) \$371.06 for internet overage;
- 3) \$500 for 20 hours of yard labour, at \$25 per hour – the landlord stated that the tenants did not keep up the property during the tenancy as was required, and the landlord therefore hired someone to do yard work and make the property presentable while the landlord was attempting to sell it;
- 4) \$ 250 for 10 hours of house cleaning and flea treatment, at \$25 per hour;
- 5) \$150 for door damage;
- 6) \$140 for removal of unfinished garage office; and
- 7) \$430 for damaged or missing items, including \$150 for a rattan laundry hamper.

Tenants' Response

The tenants acknowledged responsibility for the laundry hamper and \$650 for the balance of August 2014 rent. They denied the balance of the landlord's claim.

The tenants stated that the tenancy agreement indicates rent is \$1550 per month, including electricity, heat and water. The tenants stated that they had a verbal discussion at the outset of the tenancy that they would review the electricity costs after 12 months, but never did so.

The tenants denied damaging or removing any other part of the rental unit or property, and pointed out that no move-in or move-out inspection was done.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

The landlord is entitled to \$650 for the balance of August 2014 rent and \$150 for the rattan laundry hamper, as the tenants did not contest these items.

In the absence of a written tenancy contract, I find that the landlord has failed to provide sufficient evidence to establish that they were entitled to any overages in hydro or internet charges. I therefore dismiss these portions of the landlord's claim.

Tenants are generally responsible for yard work, including cutting the grass, during the tenancy; however, in this case the landlord failed to provide sufficient evidence, such as photographs, to show that the tenants had been neglectful in their maintenance of the yard. I therefore dismiss this portion of the landlord's claim.

The landlord did not carry out a move-in or move-out inspection, and therefore they cannot verify the condition of the rental unit at the outset of the tenancy. The landlord did not provide sufficient evidence to establish the need for 10 hours of cleaning. Finally, the landlord did not provide sufficient evidence of other items that they claimed were missing or damaged. I therefore dismiss these portions of the landlord's claim.

As the landlord's application was mostly unsuccessful, I find they are not entitled to recovery of the filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$800. I order that the landlord retain the security deposit of \$650 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$150. 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: May 29, 2015

Residential Tenancy Branch

