



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND; MNR; MNSD; FF

Introduction

This is the Landlords' Application for Dispute Resolution seeking a monetary award for unpaid utilities and the cost of repairs; to retain the security deposit in partial satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

There were no issues identified with respect to service of documents.

Preliminary Matters

A copy of the tenancy agreement was provided in evidence. The Tenants paid a security deposit in the amount of \$800.00 on November 5, 2013 and a pet damage deposit in the amount of \$800.00 on January 2, 2014. The tenancy agreement provides that rent is \$1,100.00 per month, with additional "fees" for land and barn use. Rent did not include utilities.

The parties agreed that the Tenants rented a cottage, horse paddock, sheep stall and chicken run from the Landlords. The Tenants testified that they earned an income from the farm.

Based on the evidence provided, I find that the farm portion of the property does not fall within the jurisdiction of the Residential Tenancy Act. I accept jurisdiction with respect to the Landlord's application with regards to the residence only.

Issues to be Decided

- Are the Landlords entitled to a monetary award for unpaid utilities, carpet cleaning, light bulbs, clearing the drive way and reseeding the lawn?

Background and Evidence

The Landlords gave the following testimony:

This tenancy ended on March 31, 2015. The Landlords testified that the Tenants did not replace 4 burned out light bulbs and 2 florescent tubes at the end of the tenancy. They provided a copy of a receipt for the cost of replacing these items in the amount of \$27.84.

The Landlords testified that the Tenants did not shampoo the carpets at the end of the tenancy. They provided a copy of a receipt for the cost of shampooing the carpets in the amount of \$189.00.

The Landlords stated that the lawn had to be reseeded at the end of the tenancy and that the Tenants did not clean up chicken manure from the driveway. They seek compensation for their labour in the amount of \$30.00 (1.5 hours @\$20.00).

The Landlords testified that the Tenants did not pay utilities in the amount of \$1,417.83. They testified that in May, 2014, BC Hydro replaced several hydro meters on the property with a single meter. They stated that BC Hydro made an error and charged the residential rate rather than the agricultural rate. The Landlords stated that they estimated the Tenant's portion based on previous bills and seasonal adjustments and gave a detailed explanation of how they arrived at the amount sought.

The Tenants gave the following testimony:

The Tenants agreed with the Landlords' claim regarding the light bulbs, carpet cleaning, reseeding and driveway clearing portion. They stated that the Landlords did not explain to the Tenants how they had arrived at the amount claimed for utilities before the Landlords filed their Application for Dispute Resolution. They stated that after hearing the Landlords' explanation during the Hearing, they agreed with the amount claimed.

Therefore, the Tenants do not dispute the Landlords' claims with respect to the residential tenancy matters.

Analysis

The Tenants agreed with the Landlords' Application with respect to the residential tenancy matters and therefore I allow the Landlords' claim in that regard.

I have declined jurisdiction with respect to the issues identified regarding the farm portion of the Landlords' application.

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit and pet damage deposit towards partial satisfaction of their monetary award.

I decline to award recovery of the filing fee to the Landlords.

I hereby provide the Landlords with a Monetary Order, calculated as follows:

Replace burned out bulbs	\$27.84
Carpet shampoo	\$189.00
Reseeding lawn and clean up driveway	\$30.00
Unpaid hydro bill	\$1,417.83
Subtotal	\$1,664.67
Less security deposit	- \$1,600.00
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$64.67

Conclusion

I decline jurisdiction over the farm portion of the property.

I hereby grant the Landlords a Monetary Order in the amount of **\$64.67** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: September 21, 2015

Residential Tenancy Branch

