



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; MNDC; MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution filed April 21, 2015, seeking a Monetary Order for unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit towards her monetary award; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that she mailed the Notice of Hearing documents and copies of her documentary evidence to the Tenants, by registered mail. She was uncertain of the date that she mailed the documents and did not provide a copy of the registered mail receipt in evidence.

The Tenant CC stated that he got copies of the Landlord's documents, including the Notice of Hearing, from his wife but that he was unsure of when. I described the Landlord's documentary evidence to the Tenants and they acknowledged that they had seen the documents. The Tenants stated that they wished to go ahead with the Hearing and did not want an adjournment.

Based on the testimony of the parties, and the fact that the Tenants signed into the teleconference, I find that the Tenants were sufficiently served with the Landlord's documents and Notice of the Hearing. The Tenants did not seek an adjournment and therefore the Hearing continued.

Preliminary Matter

The Tenants provided the correct spelling of DS's address for service, and asked that their copy of the Decision be mailed to that address. The Landlord also provided a new mailing address. The Landlord's Application was amended accordingly.

The Landlord withdrew her claim for recovery of the cost of repairs following a sewer backup (\$472.50 + \$210.00).

Issues to be Decided

- Is the Landlord entitled to unpaid rent in the amount of \$1,100.00; and compensation for failing to inform the Landlord of plumbing issues?
- May the Landlord apply the security deposit towards her monetary award?

Background and Evidence

This tenancy began on August 18, 2014. Rent was \$2,200.00 per month, due on the 1st day of each month. The Tenants paid a security deposit in the amount of \$1,100.00 at the beginning of the tenancy. The Tenants gave the Landlord notice that they were ending the tenancy effective April 30, 2015. The Tenants paid only \$1,100.00 for April's rent and moved out of the rental unit on April 15, 2015.

The Tenant DS and the Landlord met for a condition inspection on April 15, 2015. The Tenant DS provided the Landlord with a forwarding address. A copy of the Condition Inspection Report was provided in evidence.

The Landlord gave the following testimony:

The Landlord seeks a monetary award for the unpaid portion, in the amount of \$1,100.00.

The Landlord testified that she was shocked when she received the Tenants' water bill for December, 2014 – January 31, 2015. She stated that it was much higher than the water bill for the other side of the duplex. The Landlord hired a plumber to try to determine the cause and the plumber discovered that the toilet was running because the "flapper" was defective. The Landlord testified that the toilet was only 6 years old.

The Landlord submitted that the Tenants knew about the issue and did not tell her about it. The Landlord provided a copy of the utility bill for the rental unit and a copy of the utility bill for the other side of the duplex. She also provided a copy of the plumber's bill. The Landlord seeks compensation for the cost of the plumber and the utility bill.

The Tenants gave the following testimony:

The Tenants agreed that they owe \$1,100.00 for April's rent.

The Tenants submitted that they were not responsible for the cost of upkeep to the rental unit. They stated that they were away for Christmas and the following week. They stated that they also worked out of town and so they were not always at home.

The Tenants stated that they were aware that the toilet was running on, but stated that they told the Landlord that the “flapper doesn’t work effectively”. One of the Tenants stated that he had knowledge of plumbing because of his vocation. The Tenants stated that they told the Landlord about it “when she called about the high bill”.

The Landlord gave the following reply:

The Landlord testified that she was not aware that the rental unit would be unoccupied for so long and that it negatively impacted her insurance.

Analysis

Section 26 of the Act provides that rent must be paid when it is due under the tenancy agreement. The Tenants do not dispute the Landlord’s claim for **\$1,100.00** for unpaid rent, and this portion of the Landlord’s Application is granted.

A tenant is not required to make repairs for reasonable wear and tear; however, tenants are required to advise their landlord of repair issues that may put the landlord’s property at risk, or jeopardize the landlord’s lawful right or interest in the rental unit. In this case, based on the Tenants’ testimony, I find that the Tenants were aware of the running toilet, and that they did not advise the Landlord until after she received the utility bill. I find that the Tenants knew, or ought to have known, that the continually running water would increase the cost of utilities.

The two utility bills both indicate other charges and sewer infrastructure rates. I find that the Tenants are not responsible for these charges. The utility bills indicate the following details, in part:

	Rental unit	Other side of duplex
Previous balance (prior to December 1, 2014)	\$180.63	\$134.94
Water	\$514.08	\$48.72
Consumption units	306.00	29.00

It is clear from the relevant portions of the utility bills that the water consumption for December 1, 2014 to January 31, 2015, on the rental unit’s side of the duplex is more than 10 x the water consumption for the other side of the duplex. Based on the previous balance, I find that the Landlord is entitled to a monetary award in the amount of **\$333.45**, calculated as follows:

Total water usage, including typical water usage and the wasted water from the Tenants' negligence.	\$514.08
Typical water usage (from previous bill)	<u>-\$180.63</u>
Total wasted water	\$333.45

I find that the Landlord is not entitled to recover the cost of the plumber's bill in the amount of \$210.00 for repairing the toilet. I find that the Tenants are not responsible for costs arising from reasonable wear and tear and that the Landlord must bear the cost of this repair.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction her monetary award.

The Landlord's Application had merit and I find that she is entitled to recover the cost of the **\$50.00** filing fee from the Tenants.

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

Wasted water	\$333.45
Unpaid rent	\$1,100.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,483.45
Less security deposit	<u>- \$1,100.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$383.45

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$383.45** 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: October 13, 2015

Residential Tenancy Branch

