



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC; MNSD; FF

Introduction

This Hearing was convened to consider the Landlord's Application for Dispute Resolution seeking compensation for damage or loss; to apply the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenants.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The Landlord's agent RK testified that the Notice of Hearing documents were mailed to each of the Tenants, by registered mail, on August 14, 2015. RK provided the tracking numbers for each of the registered packages.

Based on the RK's affirmed testimony, I am satisfied that both of the Tenants were served with the Notice of Hearing documents.

RK testified that copies of the Landlord's documentary evidence were also mailed to each of the Tenants, by registered mail, on January 17, 2016. RK also provided the tracking numbers of each of these registered packages.

Neither Tenant provided any documentary evidence.

Issues to be Decided

- Is the Landlord entitled to a monetary award for damages to the rental unit and unpaid utilities?

Background and Evidence

This tenancy began on August 1, 2014 and ended on July 31, 2015. Monthly rent was \$1,295.00, due on the 1st day of each month. Rent did not include utilities, for which

the Tenants were responsible to pay 1/3rd. The Tenants paid a security deposit in the amount of \$647.50 at the beginning of the tenancy.

Condition Inspection Reports were completed at the beginning and at the end of the tenancy.

RK gave the following testimony:

RK testified that the Tenants did not pay for their share of the utilities in the amount of \$535.36. He testified that the Tenants damaged some stained glass and the washing machine. RK stated that the Landlord had to separate compost, recycling and garbage that were left by the Tenants at the end of the tenancy. Copies of receipts were provided in evidence.

The Landlord seeks a monetary award, calculated as follows:

Estimated repair of stained glass	\$150.00
Cost of filing Application	\$50.00
Parts and labour for repairing washing machine	\$106.99
Labour for separating garbage from other waste	\$30.00
Unpaid utilities	<u>\$535.36</u>
TOTAL CLAIM	\$872.35

The Tenant BS's agent MS gave the following testimony:

MS does not dispute the Landlord's claim for the cost of repairing the washing machine, separating the garbage from other waste, or the unpaid utilities. He disputed the Landlord's claim for repairing the stained glass, which he stated was located in a common area of the rental property, and was not mentioned at the move out inspection.

MS testified that BS is his daughter and that he paid her half of the utilities and rent. MS stated that the Tenant LK was usually late paying her half of the rent and did not pay for her share of utilities. MS submitted that it is unfair to expect BS to pay for LK's portion of the utilities.

Analysis

This was a joint tenancy and therefore both Tenants are responsible for debts and damages incurred over the course of the tenancy. The Landlord may choose to make a claim against one or both of the Tenants. It is up to the Tenants to apportion between themselves any monetary award the Landlord may be granted.

I am satisfied that the Tenant LK was duly served with notice of the hearing. Despite being served, she did not sign into the teleconference which remained open for 20 minutes. The Hearing proceeded in LK's absence.

To prove a loss and have the Tenants pay for the loss requires the Landlord to satisfy four different elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the Tenants in violation of the Act,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the Landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

RK disputed the Landlord's claim for the estimated repair of stained glass. I find that the Landlord did not provide sufficient evidence to support that part of his claim. The Landlord did not provide a copy of an estimate, or provide sufficient evidence that the Tenants had broken the glass. This portion of his claim is dismissed.

I grant the remainder of the Landlord's damage claim and her claim for unpaid utilities, as RK did not dispute it.

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

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

Repair of washing machine	\$106.99
Cost to separate garbage from other waste	\$30.00
Unpaid utilities	\$535.36
Recovery of filing fee	\$50.00
Less security deposit	<u>-\$647.50</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$74.85

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$74.85** 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: February 12, 2016

Residential Tenancy Branch

