



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$12,927.55, and requesting recovery of the \$100.00 filing fee.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by personal service on November 18, 2016 however the respondent(s) did not join the conference call that was set up for the hearing.

It is my finding that the respondent(s) have been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicants testified that the tenants moved into the rental unit on December 15, 2015 however the tenancy officially began on January 1, 2016 with a monthly rent of \$2000.00, due on the first of each month.

The applicants further testified that the tenants paid a security deposit of \$1000.00 on December 28, 2015.

The applicants further testified that the tenant subsequently vacated the rental unit on November 21, 2016 pursuant to an Order of Possession.

The applicants further testified that the tenants failed to pay their water utility bills during the tenancy, and as a result they had to pay those utility bills, in the amounts of \$439.12, and \$137.73.

The applicants further testified that the tenants plugged up the sewage pump in the rental unit, with an excessive number of feminine hygiene products and sanitary wipes, and as a result they had a plumbing bill of \$473.55 to unclog the septic system.

The applicants further testified that the clogged septic system also caused a flood at the rental unit, and as a result there was excessive damage for which they, the landlords, were held responsible for a \$2000.00 insurance deductible.

The applicants further testified that the plugged septic system occurred just shortly after they had had the septic tank pumped, and at that time, since they had discovered a large number of feminine hygiene products in the septic tank, they had informed the tenants not to be putting feminine hygiene products down the toilet.

The applicants further testified that they are abandoning their claims for items number 4, 5, and 6 on the monetary claim worksheet, as the house was subsequently sold prior to this work being done.

The applicants further testified that the tenants were in the rental unit from November 1 through to November 21, however they paid no rent for that time period, and therefore they are requesting prorated rent in the amount of \$1400.00.

The applicants further testified that, a cheque from the tenants for the security deposit was NSF, and they are therefore requesting \$25.00 for that NSF cheque. This is reduced from the \$150.00 they had originally requested in error.

The applicants further request an order for recovery of their \$100.00 filing fee.

Therefore the total amount that the tenants are presently requesting is as follows:

unpaid water utility Bill	\$439.12
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Second unpaid water utility Bill	\$137.73
Emergency plumbing repair	\$473.55
Insurance deductible	\$2000.00
Prorated rent November 1-21, 2016	\$1400.00
Bounced cheque fee	\$25.00
Filing fee	\$100.00
Total	\$4575.40

The applicant's further request an order to retain the full security deposit of \$1000.00 towards this claim, and requested a monetary order be issued for the difference.

Analysis

I have reviewed the water utility Bills supplied by the landlord, and the total amount paid by the landlord's was \$439.12, and it included the \$137.73 that the landlords have also claimed. Therefore the total amount of the utilities that I will allow is \$439.12.

I have reviewed both the plumbing Bill, and the statement from the plumber, and it is my finding that the tenants are liable for the emergency plumbing repair as the landlords have proven that the septic pump was plugged up with feminine hygiene products and sanitary wipes. I accept the landlord's sworn testimony that the tenants were advised not to flush such items down the toilet.

I also accept the landlord's sworn testimony that they had to pay a \$2000.00 insurance deductible for the damages caused from a flood resulting from the plugged septic pump. I therefore allow this portion of the claim.

I also allow the landlords claim for prorated rent for November 1-21 of 2016, as the tenants were living in the rental unit for that period of time and did not pay any rent.

I also allow the landlords claim for a bounced cheque fee of \$25.00 as the landlord has shown that the one of the tenant's cheques was not honored by the bank. At the hearing I had mistakenly told the landlords that this fee is not allowed under the act, however it clearly is allowed under the Residential Tenancy Regulations.

Having allowed the majority of the landlords reduced claim, I also allow the request for recovery of the \$100.00 filing fee.

Therefore, pursuant to sections 60, 67, and 72 of the Residential Tenancy Act I have allowed a total claim as follows:

water utility Bill outstanding	\$439.12
Emergency plumbing repair	\$473.55
Insurance deductible	\$2000.00
Prorated rent for November 1-21, 2016	\$1400.00
NSF check fee	\$25.00
Filing fee	\$100.00
Total	\$4437.67

Having allowed \$4437.67 of the landlord's application I also order pursuant to section 38 of the Residential Tenancy Act that the landlords may retain the full security deposit of \$1000.00, and I have issued a monetary order for the difference.

Conclusion

I have allowed \$4437.67 of the landlords claim and I have ordered that the landlords may retain the full security deposit of \$1000.00 towards that claim.

I have issued a monetary order for the respondents to pay \$3437.67 to the landlords.

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 17, 2017

Residential Tenancy Branch