



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under affirmation to be heard, to present evidence and to make submissions.

Preliminary Matters

As the Parties agree that the security and pet deposits have been dealt with, I dismiss this claim.

It is noted that the application refers to an attached monetary order worksheet for the details of the claim and that the total amount noted as being claimed in the worksheet is not the same as the amount set out in the application. The Landlord states that the worksheet does include the rent claim and was presented as such to the Service BC agency for forwarding to the Residential Tenancy Branch. The Tenant confirms that the worksheet attached with the application and received from the Landlord does not include

a rental amount. The Landlord states that her office completed the forms. The Tenant does not agree to amend the application to deal with the rent claim at this hearing.

Section 59(2)(b) provides that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. As the application refers to the monetary worksheet for the particulars of the claim and as no rental amount is set out on the worksheet I find that the Landlord has failed to provide particulars of this claim for rent. I therefore dismiss the claim for unpaid rent with leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are undisputed facts: The tenancy started on March 1, 2016 on a fixed term to end February 28, 2017. On June 13, 2016 the Tenants gave notice to end the tenancy for July 10, 2016. No move-in or move-out inspection was offered or completed by the Landlord.

The Landlord states that she is not sure when the Tenants moved out of the unit but assumes, given the Tenant's emailed notice to end for July 10, 2016, that the Tenants moved out of the unit on July 11, 2016. The Tenant states that they moved out of the unit on July 10, 2016 and left the keys to the unit inside the unit.

The Landlord states that the floors and walls of the unit required washing to ensure that no rodent mess was left and in case rodents were present. The Landlord states that the Tenants informed her that rodents were in the unit during the tenancy. The Landlord states that she doubts that there were rodents and also states that the Tenants should have expected rodents as the unit is located on a farm. The Landlord provided no copy

of any completed condition reports and no photos of the unit. The Landlord claims cleaning costs of \$50.00. The Tenant states that they left the unit fully cleaned.

The Landlord states that poison was found in the furnace ducts and that such poison was not there before the tenancy. The Landlord states that because she believed that this poison could become airborne she had the ducts cleaned. The Landlord states that the Tenants had dogs and that she believes that the Tenants' storage of the dog food in the unit attracted rodents. The Landlord claims \$252.00 for the cost of duct cleaning. The Tenant states that no rodents would be in the furnace ducts if the unit if it were properly sealed. The Tenant vehemently denies placing poison in the furnace ducts and states that they would not do such a thing as they had pets in the house. The Tenant states that they used only electric traps that were quickly overwhelmed with the number of rodents.

The Landlord states that the tenancy agreement required the Tenants to pay for all utilities and that the Tenants closed their utility accounts when they moved out. The Landlord states that the utilities were then placed in the Landlord's name and were not disconnected. The Landlord states that although the Tenants were not in the unit electricity was somehow consumed after they moved out. The Landlord states that the water and garbage collection costs are flat rates and are not dependant on usage. The Landlord states that she was inside the unit a couple of times after the Tenants moved out and used the lights. The Landlord states that she also ensured that the lights were turned off. The Landlord states that nobody resided in the unit after the Tenants moved out until September 2016. The Landlord states that she did not check whether the air conditioner was turned off. The Landlord claims the costs of water and garbage for the month of July 2016 and the costs of electrical usage from July 11 to 28, 2016. The Landlord provides a bill that details these costs. The Tenant states that the tenancy agreement only provides for the payment of utilities during an ongoing tenancy and that as the tenancy ended on July 10, 2016 the Tenants are not responsible for any additional costs.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. There are no photos showing an unclean unit. There is no condition report detailing the state of the unit at move-out. The Landlord's evidence is that the cleaning to the unit was in relation to the possible presence of rodents. There is no evidence to support that the Tenants allowed rodents into the unit to access dog food. Considering the Tenant's evidence that they left the unit clean, I find on a balance of probabilities that the Landlord has not substantiated that the Tenants caused rodents to be in the unit requiring cleaning for that purpose or that the Tenants breached their obligation in relation to leaving a reasonably clean unit. I therefore dismiss the costs claimed for cleaning.

The Landlord has provided no supporting evidence that rat poisoning was in the furnace ducts or that the Tenants put the poisoning in the ducts. The Tenant gave equally plausible oral evidence that no rat poisoning was put in any furnace ducts by themselves. Given the Landlord's concern about the presence of rodents, I find it more likely that the Landlord had the furnace ducts cleaned out of an abundance of caution that rodents were entering the unit. I find on a balance of probabilities that the Landlord has not substantiated that the ducts were cleaned due to any act or negligence of the Tenants and I therefore dismiss the claim for the duct cleaning.

Preferring the Tenant's more precise evidence in relation to the move-out I accept that the Tenants moved out of the unit on July 10, 2016 and find that the tenancy ended on

that date. Based on the undisputed evidence that the Tenants were required under the tenancy agreement to pay for the utilities, I find that the Tenants were required to pay for utility usage to the end of the tenancy. As the electrical usage billed to the Landlord was for the period after the end of the tenancy I find that the Landlord has not substantiated that the Tenants caused any costs for the use of electricity and I dismiss this claim. Accepting that the water and garbage rates are not calculated on usage, as the Tenants would be required to pay for the flat costs of the water and garbage for each month, and as the Tenants were in the unit for the month of July 2016 I find that the Landlord has substantiated the costs of water and garbage for the month of July 2016 in the amount of **\$27.90**. I decline to award any g.s.t. as this amount has not been calculated for the separate water costs on the invoice supplied.

As the Landlord's application has met with minimal success I decline to award recovery of the filing fee.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$27.90**. If necessary, 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: September 22, 2017

Residential Tenancy Branch