



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, FF

Introduction

The landlords apply for a monetary award for rent, unpaid utilities and for the cost of cleaning and repairing damage to the rental unit.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Are the landlords owed rent? Did the tenants leave the premises free of damage but for reasonable wear and tear? Do the tenants owe money for utility costs?

Background and Evidence

The rental unit is the three bedroom upper portion of a house. The lower two bedroom area is a separate suite, rented to others.

There is a written tenancy agreement. The tenancy started in May 2016 at a monthly rent of \$1000.00. The tenants were also required to pay an additional \$100.00 per month toward utility costs and they agreed to be responsible for 70% of the utilities as the bills came in, less the \$100.00 per month that had been paid. The tenants paid a \$500.00 security deposit which the landlords still hold

The tenants returned possession of the rental unit to the landlords on November 30, 2017. There is no evidence of if or when the tenants provided the landlords with a forwarding address in writing.

The landlords claim that the tenants gave insufficient notice to end the tenancy and that the tenants are responsible for December rent as well. The landlords admit that they re-rented the premises effective December 1, for a rent equal to or greater than the rent the tenants were paying.

The landlord Ms. T.P. adduces a number of BC Hydro bills, one received after November 30, 2018 as well as a calculation showing that the tenants' unpaid share is \$545.67.

She testifies that the parties attended together for a move out inspection but the tenants left before it was finished and did not sign the report either agreeing or disagreeing with the state of the premises. She claims that a kitchen faucet needed repair, that the stove top and oven required cleaning, that six bulbs were either burnt out or missing, that the living globe light fixtures had been detached and not reinstalled and that there was damage to the drywall in a bedroom.

The tenant Ms. T.S. testifies objecting to the Hydro charges, saying the suite heated up all the time and that the lower tenant did not pay extra for Hydro. She indicates that the kitchen faucet broke and though the landlords tried to fix it, they failed. She agrees that the two living room light fixtures were taken down during this tenancy and not reinstalled.

Analysis

Rent

I dismiss this item of the claim. The landlords retook possession of the rental unit on November 30 and re-rented it immediately. They had not suffered any loss.

Hydro

I grant this item of the claim. The tenancy agreement and the correspondence between the parties confirm the tenants' obligation to pay 70% of the Hydro. The landlords' bills and calculations confirm the amount of \$545.67 is due and owing.

Cleaning and Repair

Under s. 37(2) of the *Residential Tenancy Act*, it is the tenant's responsibility to leave premises "reasonably clean." Needless to say, the opinion of a tenant in a rush to move to another place and that of a landlord wanting the rental unit to be "spick and span," can vary widely on the question of what is "reasonably clean." The landlords have failed to provide any evidence to confirm that the state of the stove and oven were below the standard of reasonable cleanliness and so I dismiss this item of the claim.

I accept the landlords' claim regarding drywall damage and award them their claimed repair cost of \$55.00.

I find that the landlords are entitled to recover the cost of six bulbs and the cost of reinstalling the living room globes. Their claim of \$34.00 is reasonable and I award it.

I disallow the landlords' claim for kitchen faucet repair. It has not been shown that the failure of the faucet was due to anything the tenants either did or did not do.

Conclusion

The landlords' claim is allowed in part. They will have a monetary award totalling \$634.67 plus recovery of the \$100.00 filing fee for a total award of \$734.67.

I authorize the landlords to retain the \$500.00 security deposit in reduction of the amount awarded. They will have a monetary order against the tenants for the remainder of \$234.67.

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 07, 2018

Residential Tenancy Branch