



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FFL, MNDL-S

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2433.50 for unpaid rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenants by mailing, by registered mail on March 26 2019 to the forwarding address provided by the Tenants. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on July 15, 2017, end on February 1, 2018 and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$1200 per month payable in advance on the first day of each month. In addition the tenants were responsible to pay half of the hydro bills. The tenants paid a security deposit of \$600 at the start of the tenancy.

The tenant(s) failed to pay the rent for the month on March 2019 and the sum of \$1200 remains outstanding.

The landlords claim the following sums against the tenant(s) for their 50% of the following hydro bills:

- The hydro bill for the period October 27, 2018 to December 27 2018 in the sum of \$380 (the tenants' share).
- The hydro bill for the period of December 28, 2018 to February 26, 2019 in the sum of \$526 (the tenants' share).

The landlords also claim against the tenants in the sum of \$222.50 for the failure to properly clean the rental unit and the sum of \$105 for the cost of trash removal.

The tenant(s) vacated the rental unit on March 23, 2019.

The landlord(s) rely on the Condition Inspection Report, photographs of the rental unit, receipts for the cost of cleaning and trash removal, hydro bills and the tenancy agreement.

The tenants submit as follows:

- They are not responsible to pay the full rent for March as they were forced to leave the rental unit on March 23 2019 after the landlord served a 10 day Notice to End Tenancy on March 13, 2019.
- The landlord refused to allow them access to clean the rental unit after March 23, 2019.
- The hydro bill for the period December 28, 2018 to February 26, 2019 in the sum of \$526 is excessively high. This is partially caused by the landlord making repairs to the upstairs rental unit after two floods occurred. The landlord left the doors open which resulted in an excessive loss of heat. The tenant submits a proper amount should be \$325. which was the amount from the previous year.

The agent for the landlord disputed the tenant's evidence about the landlord leaving the door open. He submits the reason for the high cost of the hydro was that it was very cold during that period.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlords have established a claim against the tenants in the sum of \$1200 for non payment of rent month on March 2019. I do not accept the submission of the Tenants that they are not responsible to pay the full rent for March. The landlord had a legal right to serve the 10 day notice after the tenants failed to pay the rent when due. The landlords are entitled to recover their rental loss subject to their obligation to act reasonably to lessen the loss. It is not reasonable to expect that the rental unit could be re-rent for the balance of the month of March given that the Tenants
- b. I determined the landlords have established a claim against the Tenants in the sum of \$380 for the tenants' share of the hydro for the period October 27, 2018 to December 27 2018.
- c. The landlords claim against the tenants the sum of \$526 for the period of December 28, 2018 to February 26, 2019. I determined the landlords are entitled to \$426 of this claim. I determined it was appropriate to give the tenants a \$100 reduction as I determined extra cost of the hydro was partially caused by landlord leaving doors open in February when fixing the upstairs suite.
- d. I determined the landlords have established a claim against the tenants in the sum of \$222.50 for the cost of cleaning the rental unit. I do not accept the submission of the tenant that they are not responsible to clean the rental unit as

they thought they had access to the rental unit to the end of March. The 10 day Notice served on the tenants indicates they had to vacate by March 23, 2019 and they had the responsibility to clean the rental unit to the standard required by the Residential Tenancy Act by that date.

- e. I determined the landlords have established a claim against the tenants in the sum of \$105 for trash removal.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2333.50 plus \$100 for the cost of the filing fee for a total of \$2433.50.

Security Deposit

I determined the security deposit plus interest totals the sum of \$600. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1833.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: June 10, 2019

Residential Tenancy Branch