



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid utilities, for cleaning and damages to the unit, for an order to retain the security deposit and pet damage deposit in partial satisfaction of the claim and to recover the filing fee.

The landlords attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlords testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on August 23, 2019, a Canada post tracking number was provided as evidence of service. The landlords stated the package was returned unclaimed.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later after it was mailed. I find that the tenant has been duly served in accordance with the Act. Refusal or neglect to pickup the package does not override the deemed service provisions of the Act.

The landlords appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Are the landlords entitled to a monetary order for unpaid utilities?

Are the landlords entitled to monetary compensation for damages?

Are the landlords entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on September 1, 2018. Rent in the amount of \$1,000.00 was payable on the first of each month. The tenant paid a security deposit of \$500.00 and a pet damage deposit of \$200.00. The tenancy ended on July 1, 2019.

The landlords claim as follows:

a.	Unpaid utilities for February to June 2019	\$ 408.56
b.	Cleaning and supplies	\$ 275.55
c.	Travel expenses	\$ 140.00
d.	Sabotage of lawn sprinkler and timer	\$ 500.00
e.	Filing fee	\$ 100.00
	Total claimed	\$1,424.11

Unpaid utilities for February to June 2019

The landlords testified that the tenant was required to pay 50% of the utilities. The landlords stated that the tenant did not pay their portion from February 2019 to June 2019. The landlords seek to recover unpaid utilities in the amount of \$408.56. Filed in evidence are copies of the utility invoices.

Cleaning and supplies

The landlords testified that the tenant did not clean the rental unit at the end of the tenancy. The landlords stated there were pet accidents in the master bedroom, the bathroom was left dirty and nothing in the rental unit had been cleaned. The landlord stated they spent eight hours cleaning the rental unit and seek to be paid at the rate of \$25.00 per hour for a total of \$200.00.

The landlords testified that they had to rent a carpet cleaning, and cleaning supplies to clean the premises. The landlords seek to recover the cost of supplies in the amount of \$75.55.

Filed in evidence are photographs and receipts for cleaning supplies.

Travel expenses

The landlords testified that they seek to recover travel costs. The landlords stated the tenant was to be out of the rental unit on June 30, 2019, at 1:00pm, and they were waiting for them to vacate. The landlords stated that the tenant did not vacate the premise until midnight. The landlords stated that they stayed overnight; however, they had to spend July 1, 2019, cleaning and driving back to their home location. The landlords seek to recover the amount of \$140.00.

Sabotage of lawn sprinkler and timer

The landlords testified that they had setup and automatic timer to ensure the lawn would be kept in good condition for the new purchasers of the property. The landlords stated that they went back to the property at least three or four times and they found the tenant had disconnect the lawn sprinkler system causing the lawn to die. The landlords seek to recover the loss of the lawn in the amount of \$500.00. Filed in evidence is a photograph.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlords have the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Section 37 (2) of the Act, states when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Unpaid utilities for February to June 2019

I accept the undisputed testimony of the landlords that the tenant failed to pay their portion of the utilities from February to June 2019. I find the tenant breached the Act, when they failed to pay their portion of the utilities, and this caused losses to the landlords. Therefore, I find the landlords are entitled to recover unpaid utilities in the amount of **\$408.56**.

Cleaning and supplies

I accept the undisputed testimony of the landlords that the tenant failed to clean the rental unit. I find the tenant breached the Act, when they failed to leave the rental unit reasonably clean, and this caused losses to the landlords. Therefore, I find the landlords are entitled to recover the cost of cleaning and supplies in the amount of **\$275.55**.

Travel expenses

In this case, I am not satisfied that the landlords suffered a loss. While I accept the landlords were delayed as a result of the tenant not vacating the property at the required time. I find this was a cost the landlords would have incurred in any event. Therefore, I dismiss this portion of the landlords claim.

Sabotage of lawn sprinkler and timer

I accept the undisputed testimony of the landlords that the tenant purposely was turning off the automatic watering system, causing the lawn to die. I find the tenant breached the Act when they failed to leave the premise undamaged, and this caused losses to the landlords. Therefore, I find the landlords are entitled to recover the cost in the amount of **\$500.00**.

I find that the landlords have established a total monetary claim of **\$1,284.11** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlords retain the security deposit of **\$500.00** and pet damage deposit of **\$200.00** in partial satisfaction of the claim and I grant the landlords an order under section 67 of the Act for the balance due of **\$584.11**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlords are granted a monetary order and may keep the security deposit and pet damage deposit in partial satisfaction of the claim and the landlords are granted a formal order for the balance due.

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: December 09, 2019

Residential Tenancy Branch