



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL, MNRL

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on December 9, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss; and
- a monetary order for unpaid rent;

The Landlords and the Tenant A.K. attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. The Landlords stated that the Tenants did not serve a separate package to each of the Landlords, however, Landlord T.S. stated that she was able to share the evidence that had been addressed to her with the remaining Landlords and that they were prepared to respond to it today. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to a monetary order for damage, pursuant to Section 67 of the *Act*?

### Background and Evidence

The parties testified and agreed to the following; the tenancy began in October of 2017. During the tenancy, the Tenants were required to pay rent in the amount of \$1,200.00 which was due on the last day of each month. The Tenants paid a security deposit in the amount of \$500.00 which the Landlords continue to hold. The tenancy ended on December 15, 2020 once the Tenants vacated the rental unit.

The Landlords are claiming for compensation in the amount of \$754.00 in relation to the purchase of a new stove in the rental unit. The Landlords stated that the Tenants notified them that there were issues with the stove on November 6, 2020. The Landlords stated that they attended the rental unit and found several issues with the stove. The Landlords stated that they made attempts at repairing the stove, however, they were unable to do so effectively. The Landlords stated that they purchased a new stove, however, did not provide a receipt in support.

The Landlords stated that the Tenants were unwilling to pay for the repair of the stove or replacement cost. As such, the Landlords issued a One Month Notice to End Tenancy with an effective date of December 31, 2020. The Landlords stated that the Tenants failed to pay rent for the month of December 2020 before vacating the rental unit on December 15, 2020. As such, the Landlords are also claiming for the loss of December 2020 rent in the amount of \$1,200.00.

The Tenant responded by stating that they contacted the Landlords as soon as they started to experience issues with the stove. The Tenant stated that the Landlords had agreed to fix the stove, however, their attempts at repairing the stove seemed to have made the issues worse. The Tenant stated that after receiving the One Month Notice, the Tenants vacated the rental unit on December 15, 2020 at which point they paid the Landlords \$650.00 in cash, which represents half of month of rent.

During the hearing, the Landlords requested the return of the filing fee. Seeing as the Landlords did not include a request for the reimbursement of the filing fee as part of their Application, I am not at liberty to consider this claim as part of my decision.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of

probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. Pursuant to Residential Tenancy Policy Guideline #16 an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlords to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

According to the Residential Tenancy Policy Guideline #1 The Landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.

The Landlords are claiming for the replacement cost of a new stove after the Tenants notified the Landlords that the stove was not working properly. The Landlords stated that they made attempts at fixing the stove, but ultimately decided on buying a new stove at a cost of \$754.00 which they are claiming against the Tenants.

In this case, I find that the Landlords provided insufficient evidence to demonstrate that the damage to the stove was caused by the deliberate actions or neglect of the Tenants. As such, I find that it is the Landlords responsibility to repair and maintain the stove in the rental unit. As such, I dismiss the Landlords' claim for the replacement cost of a new stove without leave to reapply.

The Landlords are claiming for the loss of rent for the month of December 2020 in the amount of \$1,200.00. Section 26(1) of the *Act* confirms: A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I accept that the Tenants did not pay rent when due to the Landlords for the month of December 2020 before vacating the rental unit on December 15, 2020. During the hearing, the Tenant stated that she paid the Landlords \$650.00 for the half month of rent. I find that the Tenants provided insufficient evidence to demonstrate that this payment was made. As such, I find that the Landlords are entitled to a monetary award in the amount of **\$1,200.00** for loss of rent for December 2020.

I order that the Landlords retain the Tenants' security deposit in the amount of \$500.00 in partial satisfaction of their monetary award.

Pursuant to section 67 of the Act, I find the Landlords are entitled to a monetary order in the amount of \$700.00, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Unpaid rent:	\$1,200.00
<i>LESS</i> security deposit:	-( <i>\$500.00</i> )
<b>TOTAL:</b>	<b>\$700.00</b>

### Conclusion

The Landlords are granted a monetary order in the amount of \$700.00. This order must be served on the Tenants as soon as possible. If the Tenants fail to comply the monetary order it may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: March 05, 2021

---

Residential Tenancy Branch