



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, 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 and cleaning to the unit and to recover the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions. All participants confirmed they were not making any unauthorized recording of this 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.

Issue to be Decided

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

Background and Evidence

The parties agreed that the tenancy began on or about May 1, 2019. Rent in the amount of \$2,50.00 was payable on the first of each month. The tenancy ended on December 30, 2019.

On January 14, 2020, the landlords filed an application for dispute resolution claiming relief under the Act. On June 8, 2020 that matter was heard and on June 25, 2020 the Arbitrator dismissed the landlords' application with leave to reapply. I have noted the filed number on this matter on the covering page of this decision.

On July 31, 2020, the tenants filed an application for dispute resolution claiming for the return of double the security deposit they paid to the landlords. On September 15, 2020 that matter was heard and on September 16, 2020 the Arbitrator granted the tenants application for return of double the security deposit paid. I have noted the filed number on this matter on the covering page of this decision.

On December 23, 2020, the landlords filed an application for dispute resolution claiming for unpaid utilities and cleaning cost. While I accept those issues were raised in the landlord's previous application dated January 14, 2020. The landlords were given leave to reapply as the merits of their claim were not considered.

The landlords claim as follows:

a.	BC Hydro from October 16 to December 12, 2019	\$ 542.79
b.	BC Hydro from December 13 to December 31, 2019	\$ 148.00
c.	Fortis BC from November 15 to December 17, 2019	\$ 132.16
d.	Fortis BC from December 18 to December 31, 2019	\$ 73.12
e.	Water Bill from October 1 to December 31, 2019	\$ 168.59
f.	Cleaning	\$ 120.00
g.	Filing fee	\$ 100.00
	Total claimed	\$1,284.66

Items a and b – BC Hydro

The landlord testified that the tenants did not pay their portion of BC Hydro. The landlord stated that they received the utility bill some time after December 17, 2019 for the billing period of October 16 to December 12, 2019. The landlord stated that the actual invoice was \$752.79; however, there is a metered on a trailer that their usage of \$210.00 was deducted and the balance owed by the tenants was \$542.79.

The landlord testified that they received the utility bill some time after February 2020, for the billing period of December 13, 2019 to February 12, 2020 and they had calculated the tenants' portion in the amount of \$148.00.

The tenants testified that they paid the utilities. The tenants list 3 payments made in October 2019, and three payment in November 2019. The November payments are as follows. November 20, 2019 \$200.00, November 26, 2019 \$82.32, and November 30, 2019 \$190.00.

The landlord argued it would have been impossible for the tenants to have paid the utilities for the above time frame as those invoices had not been received. The landlord stated any payments made in November and October 2019, were for prior months as the tenants were always behind.

Items c and d– Fortis BC

The tenants did not dispute this portion of the landlord's claim.

Item e - Water Bill

The landlord testified that the tenants did not pay the water bill that they received on or about January 24, 2020, for the billing period of October 1, 2019 to December 31, 2020. The landlord seeks to recover the cost of \$168.00.

The tenants testified that they feel that should not be responsible for the water because the landlord had two trailers on the property that were hooked up to the water and they think there might have been a washing machine in the garage. The tenant stated they should not be responsible for other parties use of water.

The landlord argued that there are two trailers hooked up to the water; however, they consume very little water. The landlord stated one trailer only uses water to shower and the other trailer was primarily used on the weekend. The landlord argued that there is no washing machine in the garage.

The witness SH for the landlord testified that they moved their trailer onto the property on October 1, 2019, as they were looking to purchase a home in the area. SH stated for most of the time they were there only on the weekend; however, they would on occasion stay longer. SH stated they used very little water and there was no washing machine for them to use in the garage and they either took their laundry when they went home or to the local laundry mat.

The witness BM for the landlord testified that they are the landlords' current tenant and they have been in the garage and there is no washing machine or dryer.

Item f – Cleaning

The landlord testified that their wife hired someone from Facebook to clean the rental unit and they paid him \$120.00, which was witnessed. The landlord stated this person left their business card and just wrote \$120.00, with their initials. The landlord stated that they sent an email to the email address on the card; however, a proper invoice was never received.

The witness BM for the landlord testified that when they took possession of the premise, there was someone cleaning, which they think they only did the upper area; however, they had to do additional cleaning.

The tenant testified that they left the rental unit reasonably clean. The tenant testified that they contact the person listed on the business card and they were informed that they have never done any cleaning at the rental unit.

The witness DJ testified that they have never been at the rental unit to do any cleaning. DJ stated that they filed a police complaint. DJ stated that it is possible that someone is using their name. Filed in evidence is a copy of the police report.

The landlord argue that they do not know if DJ was the person that did the work, although they know is that they paid \$120.00 in cash to someone using their name.

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.

Items a and b – BC Hydro

In this case, I do not accept the evidence of the tenants that they paid the BC Hydro for the months of November and December 2019. I find any payments made in October 2019 and November 2019, had to be for earlier utilities. As an example, the evidence of the tenants was that on November 26, 2019, they paid the amount of \$82.32; however, that amount is clearly shown as paid toward the prior Fortis BC invoice. Further, I find it would have been impossible to have paid these amounts, as the landlord had not received these invoices until later in December 2019 and February 2020. Therefore, I find the landlords are entitled to recover the amount listed as item a and b in their claim for a total amount of **\$690.79**.

Items c and d– Fortis BC

The tenants acknowledge at the hearing they are responsible for the Fortis BC invoices. Therefore, I find the landlord is entitled to recover the cost in the total amount of **\$205.28**.

Item e - Water Bill

In this case, I accept the evidence of the landlord that the total water bill from October 1 to December 2019 was the amount of \$168.59. However, I do not think it is fair or reasonable that the tenants would have to pay for the use of other people staying in the two trailers; while I am not satisfied that they had access to a washing machine as their

was evidence provided by the landlord to the contrary. However, I am satisfied that they did consume water for the basics of washing. As neither party provided what two trailers would consume in water, and the tenant home had facilities to wash clothes, and had a pool, I find it reasonable to conclude that the trailers may have used no more than 25% of the water consumption. I find it reasonable to reduce the water bill invoice by 25% or \$42.15. Therefore, after making the deduction, I find the landlords are entitled to recover the amount of **\$126.44**.

Item f – Cleaning

Although I accept the evidence of the landlord that they paid someone cash to clean the rental unit; however, I am not satisfied that the landlords have met the burden of proof that the rental unit was not left reasonably clean. The landlord provided no photographs of the rental unit for me to review or consider. I find the landlord has failed to provide sufficient evidence in support of their claim. Simply because you have a receipt does not support the rental unit was not left reasonably clean. Often landlords do additional cleaning to bring the unit to a higher standard than the Act requires. Therefore, I dismiss this portion of the landlords' claim.

I find that the landlords have established a total monetary claim of **\$1,122.51** comprised of the above described amounts and the \$100.00 fee paid for this application. I grant the landlords a formal order pursuant to section 67 of the Act. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlords are granted a monetary order in the total amount of \$1,122.51.

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: April 30, 2021