



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ABC REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. on January 10, 2022 concerning an application made by the landlord seeking a monetary order for damage to the rental unit or property; a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants joined the call.

The landlord's agent advised that the tenants were served with the Notice of Dispute Resolution, evidentiary material and all required documents by email on July 26, 2021 to each of the tenants individually. The landlord has provided copies of emails to the tenants however they do not appear to contain the Notice of Dispute Resolution Proceeding and the landlord was permitted to provide further proof of service after the hearing had concluded. I now have screen shots of the emails addressed to each of the tenants with attachments: Dispute Notice, Respondent Instructions, Applicant Instructions and RTB-114 – Notice of Dispute Resolution Proceeding, and I am satisfied that both tenants have been served in accordance with the *Act* and the regulations.

All evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenants for damage to the rental unit or property?
- Has the landlord established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for water bills?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this fixed-term tenancy began on February 15, 2020 and reverted to a month-to-month tenancy after February 28, 2021. The tenants vacated the rental unit on June 30, 2021. Rent in the amount of \$3,800.00 was payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$1,900.00 which is still held in trust by the landlord and no pet damage deposit was collected. The rental unit is a single family home, and a copy of the tenancy agreement has been provided for this hearing.

The landlord further testified that move-in and move-out condition inspection reports were completed at the beginning and end of the tenancy, and copies have been provided for this hearing. The landlord received the tenant's forwarding address in writing on the move-out condition inspection report, which is not dated, however the landlord testified that it was completed on June 30, 2021.

The landlord has provided 2 Monetary Order Worksheets, the first claiming \$390.00 for:

- \$200.00 for 2 kitchen drawers and 1 bathroom drawer broken;
- \$20.00 for IKEA living room blind end piece and slider;
- \$0 for patio door blind marks;
- \$50.00 for living room French door handle;
- \$40.00 for living room window screen;
- \$40.00 for 13 inside bulbs; and
- \$40.00 for 5 outdoor bulbs.

Some of the burned out light bulbs were discovered by a new tenant after this tenancy had ended. The landlord has provided a copy of an Invoice dated September 7, 2021 for

labour to fix 2 drawers in the kitchen, 1 drawer in the bathroom and a door knob on the French Doors.

A string of text messages dated July 8, 2021 has also been provided from a blind company, agreeing to providing a new blind for \$35.00.

The second Monetary Order Worksheet claims a total of \$2,793.61 for unpaid water bills as follows:

- 2021 Q2 estimated at \$350.00;
- 2021 Q1 \$957.83;
- 2020 Q4 \$381.22;
- 2020 Q3 \$419.82;
- 2020 Q2 \$317.35; and
- 2020 Q1 $\$734.78/2 = \367.39

Water bills are paid quarterly, and the tenant was supposed to transfer the utility into the tenant's name. The tenancy agreement states that all utilities are payable by the tenant. A copy of a Balance for Utility Account document for the water bills has been provided for this hearing. Since the beginning of the tenancy, the document shows that:

- the fourth quarter of 2019 was billed on January 29, 2020 for \$160.68;
- for the first quarter of 2020, billed on April 30, 2020 the amount payable was \$734.78;
- the second quarter was billed on August 4, 2020 in the amount of \$317.35; and
- the first quarter of 2021 billed on April 28, 2021 is an amount of \$957.83.

Numerous photographs and copies of text messages have also been provided for this hearing.

Analysis

Where a party makes a monetary claim as against another party for damage or loss, the onus is on the claiming party to satisfy the 4-part test for damages:

1. that the damage or loss exists;
2. that the damage or loss exists as a result of the other party's failure to comply with the tenancy agreement or the *Residential Tenancy Act*,
3. the amount of such damage or loss; and
4. what efforts the claiming party made to mitigate any damage or loss suffered.

Also, the *Act* specifies that the move-in and move-out condition inspection reports are evidence of the condition of the rental unit at the beginning and end of the tenancy. The landlord has not provided any receipts or invoices for any of the claims in the first Monetary Order Worksheet, with the exception of the Invoice dated September 7, 2021 in the amount of \$200.00 for repairing drawers and a door knob on the French Doors. I have reviewed the move-in and move-out condition inspection reports, and I accept the undisputed testimony of the landlord that the kitchen and bathroom drawers required repairs at the end of the tenancy, and were not noted as damaged at the beginning of the tenancy. I find that the landlord has established the **\$200.00** claim for those repairs.

I also accept the string of messages exchanged with the blind company agreeing to provide blinds for **\$35.00**, and note that the condition inspection reports make no mention of blinds at the beginning of the tenancy, but does specify damaged patio blinds at the end of the tenancy.

Since the landlord has not provided proof of costs for any other claims, I dismiss those amounts.

With respect to the water bills, I have reviewed the tenancy agreement, and it is clear that all utilities will be paid by the tenant. I have also reviewed the Summary of the account during the tenancy.

I accept that the fourth quarter of 2019, billed on January 29, 2020 does not apply to this tenancy, considering that the tenancy began on February 15, 2020. I also accept that the first quarter of 2020 covers January, February and March, 2020, and the landlord has claimed half of the \$734.78, and has established the claim of **\$367.39**. I also accept the billing dated August 4, 2020 in the amount of **\$317.35** for the second quarter of 2020. The document does not contain any amounts for quarter 3 or 4 of 2020. The billing of **\$957.83** appears as the first quarter of 2021, and I find that the landlord has established that amount. Considering that the quarterly amounts vary significantly, I cannot be satisfied that the landlord's estimated claim of \$350.00 for the second quarter of 2021 is accurate.

Considering the evidence provided, I find that the landlord has established the sum of \$1,642.57 for water bills.

Since the landlord has been partially successful with the application, the landlord is also entitled to recovery of the **\$100.00** filing fee.

I order the landlord to keep the \$1,900.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord as against the tenant for the difference of **\$77.57**.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$1,900.00 security deposit in partial satisfaction of the claim, and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$77.57.

This order is final and binding and may be enforced.

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: January 17, 2022

Residential Tenancy Branch