



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDCL-S, MNRL-S, MNDL-S, FFL

### **Introduction**

The landlord seeks compensation for various matters pursuant to sections 26, 67, and 72 of the *Residential Tenancy Act* ("Act").

Attending the hearing was the landlord's representative or agent, and both tenants. A fourth, unknown person tried dialling into the hearing shortly after 1:30 PM but their line became disconnected, and they did not rejoin. The hearing ended at 1:50 PM.

No service issues were raised, and Rule 6.11 of the *Rules of Procedure* was explained.

### **Issue**

Is the landlord entitled to compensation?

### **Background and Evidence**

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issue of this dispute, and to explain the decision, is reproduced below.

The tenancy began on November 1, 2020 and ended on May 31, 2021. Monthly rent was \$1,600.00 and the tenants paid \$799.00 of a required \$800.00 security deposit. Under the terms of the written tenancy agreement, a copy of which is in evidence, hydro (that is, electricity) was not included in the rent. However, the tenants were responsible for paying for the hydro. While the tenant C.C.'s signature was not on the tenancy agreement, the landlord considered him a tenant, the tenant C.C. was unsure (though he admitted to having lived in the rental unit), and the tenant C.W. did not want the tenant C.C. named a party to this action. However, given that no persuasive argument was made to remove party C.C. from this claim, he shall remain as a respondent party.

The landlord seeks the following in compensation from their former tenants:

1. \$651.30 for an unpaid, final hydro bill that, if not paid, will be added onto the homeowner's property taxes;
2. \$925.00 for, as described in the landlord's application: "\$1.00 not paid from security deposit + \$274.00 not paid from hydro that she did not sign on for when she took possession + \$600 not paid in April 2021 and \$50 not paid in May 2021";
3. \$120.00 for four hours of professional cleaning of the rental unit;
4. \$50.00 for junk removal; and,
5. \$100.00 for the Residential Tenancy Branch application filing fee.

A copy of a Condition Inspection Report was in evidence. The move-in inspection was completed on October 31, 2020, the possession date was November 1, and the move-out date and inspection date was June 2, 2021. Several items on the report indicated as being in good condition at the start of the tenancy were later indicated to be damaged (though, as clarified by the representative during the hearing, should have been marked as "dirty"). The representative's and tenant C.W.'s signatures appear on the report both at the start and end of the tenancy. The tenant C.W. confirmed that she was in attendance during the move-out inspection.

Fifteen colour photographs of the interior of the rental unit were submitted. The photographs depict a fair number of items left in the rental unit and food in the refrigerator. The tenant argued that the photographs were taken three days before she moved out. The landlord's representative testified that the photographs were taken on June 1, and that the report was completed on June 2, 2021.

Submitted into evidence by the landlord were copies of email correspondence between the parties, the report mentioned above, receipts for both the cleaning and the junk removal, and a tenant ledger showing amounts paid and owing.

### Analysis

#### *1. Claim for Unpaid Hydro*

Section 26 of the Act requires that a tenant pay rent when it is due under the tenancy agreement. This requirement extends to any utilities that a tenant is required to pay.

In this dispute, the tenants were required to pay for hydro. However, there was an unpaid amount of \$651.30 which, if this goes unpaid by the tenants, would be incurred as a liability on the property owner's annual property tax balance.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has, *prima facie*, met the onus of proving their claim for \$651.30 for unpaid hydro.

That said, the tenants testified that they just paid this outstanding amount. Indeed, they had to pay for this balance in order to set up a new account for their new home. The landlord was unaware of this amount being paid, remarking that she had sent an email to the municipality "just this morning" but as of the time of this hearing had not heard back.

I have no reason to doubt the tenants' testimony on this particular matter. They appeared adamant and clear, and their explanation that they needed to clear this account balance in order to have hydro at their new residence is both reasonable and believable. Nor did the landlord's representative dispute the tenants' claim. For this reason, then, I consider it appropriate to dismiss this specific aspect of the landlord's application.

However, if, in the wholly unlikely event that the tenants did not in fact pay this amount, the landlord may submit a Request for Correction pursuant to [section 78](#) of the Act within 15 days after this decision is received.

## *2. Claim for Unpaid Rent, Previously Unpaid Hydro, and Unpaid Security Deposit*

As noted above, section 26 of the Act requires a tenant to pay rent as per a tenancy agreement. This includes amounts owing for utilities. In this dispute, the landlord provided persuasive evidence in the form of a tenant ledger showing that the tenants owe \$924.00 in unpaid rent and utilities (before they took over the hydro account).

Section 17 of the Act permits a landlord to require a security deposit as a condition of entering into a tenancy agreement or as a term of the tenancy agreement. The tenancy agreement in this tenancy required a \$800.00 security deposit. According to the tenant ledger only \$799.00 was paid.

What is not clear is *why* the tenants paid the security deposit less one dollar. Perhaps the bank charged a \$1.00 e-transfer fee, though such charges are from my experience debited from the sender's bank account, and not taken from the transfer amount.

In any event, the landlord provided sufficient evidence proving that the tenants underpaid the security deposit by one dollar, and the tenants were unable to explain why it was short. In summary, despite the amount being incredibly small, it is my finding that the landlord is entitled to the \$1.00 for the security deposit, for a total of \$925.00.

### *3. Claim for Cleaning Costs and Debris Removal*

Section 37(2) of the Act requires a tenant to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, when they vacate. The landlord's evidence persuades me, on a balance of probabilities, that the tenants did not leave the rental unit reasonably clean, and that they are therefore liable. The landlord has presented evidence establishing that cleaning costs of \$120.00 and debris removal costs in the amount of \$50.00 were incurred.

While the tenants raised the issue of the photographs purportedly being taken three days before the tenants vacated the property (the landlord's representative countered, saying that they were taken on June 1), the tenants provided no evidence to support their claim that the photographs were taken three days before the tenants moved out. What is more, the tenant C.W.'s signature appears on the Condition Inspection Report during the move-out inspection. The report clearly indicates that there is debris in the rental unit and that the rental unit required cleaning. Last, it is worth noting that section 21 of the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 states that

In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

Thus, in this dispute, the landlord's condition inspection report, in the absence of any evidence to the contrary from the tenants, is evidence of the state of repair and condition of the rental unit on the date of inspection.

Considering the evidence presented before me, and applying the law to the facts, the landlord has, I conclude, discharged its onus of proving that they are entitled to \$170.00 for cleaning costs and debris removal.

#### *4. Claim for Application Filing Fee*

Section 72 of the Act permits an arbitrator to order compensation for the cost of the filing fee to a successful applicant. As the landlord succeeded in their application, I grant them \$100.00 in compensation to cover the cost of the filing fee.

#### *Summary of Award, Retention of Security Deposit, and Monetary Order*

In total the landlord is awarded \$1,195.00 (consisting of \$925.00, \$170.00, and \$100.00.)

Section 38(4)(b) of the Act permits a landlord to retain an amount from a security deposit if “after the end of the tenancy, the director orders that the landlord may retain the amount.” As such, the landlord is hereby authorized and ordered to retain the tenants’ security deposit of \$799.00 in partial satisfaction of the above-noted award.

Pursuant to section 67 of the Act the tenants are hereby ordered to pay \$396.00 to the landlord within 15 days of receiving this decision. The landlord is granted a monetary order should it become necessary to enforce this order to pay; a copy of the monetary order is issued in conjunction with this decision, to the landlord.

#### Conclusion

The application is granted, in part.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: January 11, 2022

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Residential Tenancy Branch