



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

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 damages or for losses under the *Act*, for a monetary order for unpaid rent, permission to retain the security deposit and for the return of their filing fee. The matter was set for a conference call.

The Tenants and the Landlords attended the conference call hearing and were affirmed to be truthful in their testimony. The parties were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process and were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter- Tenant D.B. Cautioned

During the hearing, the Tenant D.B., who arrived at these proceedings 32 minutes late, was cautioned several times regarding personal conduct, outbursts, and aggressive behaviour towards this Arbitrator.

Tenant D.B. was advised of the expected appropriate conduct during these proceedings.

When the Tenant D.B. continued their disruptive conduct, Tenant D.B. was cautioned that their phone line would be muted if further disruption to the proceedings continued. Again, the Tenant D.B. continued to disrupt these proceedings, and Tenant D.B.'s phone line was muted at 2:15 p.m.

As Tenant P.G. remained on the call, the hearing continued, with Tenant P.G offering the co-tenants response to the claims in this application.

Tenant D.B. was not invited back to these proceedings, at ended 7 minutes after they had been muted.

Issues to be Decided

- Are the Landlords entitled to monetary compensation for damages and losses under the *Act*?
- Are the Landlords entitled to monetary for unpaid rent?
- Are the Landlords entitled to retain the security deposit for this tenancy?
- Are the Landlords entitled to the return of their filing fee for this application?

Background and Evidence

While I have considered all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The parties agreed that the tenancy began on January 12, 2019. Rent in the amount of \$950.00 was payable on the first day of each month, and the Tenants had paid a security deposit of \$437.50 at the outset of this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlords testified that they did not conduct a move-in inspection for this tenancy.

The parties agreed that this tenancy ended on July 15, 2021, in accordance with the *Act*, but that the Tenants had physically moved-out of the rental unit on June 27,

2021. Both the Landlords and the Tenants attended the move-out inspection, conducted on June 27, 2021. The Landlord submitted a copy of the move-out inspection report into documentary evidence.

The Landlords and Tenants agreed that \$94.44 in BC Hydro bills are still due for this Tenancy.

The Landlords and Tenants agreed that there is \$475.00 in outstanding rent due for this tenancy for the period between July 1 to July 15, 2022.

The Landlords and Tenants agreed that the Tenant had told the Landlord to clean the rental unit for them at the end of this tenancy. The Landlord testified that they are claiming for \$61.58 for carpet cleaning and \$163.90 for maid services. The Tenant agreed to these amounts.

Analysis

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

I accept the testimony of the Landlords that they did not conduct the move-in inspection in the presence of the Tenants for this tenancy. Section 23 of the *Act* states the following:

Condition inspection: start of tenancy or new pet

23 (1) *The landlord and tenant together must inspect the condition of the rental unit on the day the tenant is entitled to possession of the rental unit or on another mutually agreed day.*

(2) *The landlord and tenant together must inspect the condition of the rental unit on or before the day the tenant starts keeping a pet or on another mutually agreed day, if*

(a) the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy, and

(b) a previous inspection was not completed under subsection (1).

(3) *The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.*

(4) *The landlord must complete a condition inspection report in accordance with the regulations.*

(5) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

(6) The landlord must make the inspection and complete and sign the report without the tenant if

(a) the landlord has complied with subsection (3), and

(b) the tenant does not participate on either occasion.

I find that the Landlords breached section 23 of the *Act* when they did not conduct the move-in inspection with the Tenants at the beginning of this tenancy as required. Section 24(2) of the *Act* outlines the consequence for a landlord when the inspection requirements are not met.

Consequences for tenant and landlord if report requirements not met

24 (2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord

(a) does not comply with section 23 (3) [2 opportunities for inspection],

(b) having complied with section 23 (3), does not participate on either occasion, or

(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Pursuant to section 24(2) of the *Act*, I find that the Landlords extinguished their right to make a claim against the security deposits for damage to the residential property for this tenancy. However, as the Landlords' claim includes a request for unpaid rent, I find that the Landlord was within their rights to claim against the security deposit for this tenancy.

I accept the agreed-upon testimony of these parties, and I award the Landlords the agreed-upon amount of \$733.34, consisting of \$94.44 in hydro bills, \$61.58 for carpet cleaning, \$163.90 for maid services, and \$475.00 in outstanding rent.

I acknowledged that the one of the two Tenants to this tenancy disagreed with the Landlord's claimed amounts. However, I find that as these Tenants are co-tenants, and therefore are jointly and severally responsible for this tenancy, and the agreement of one of them is sufficient to award the Landlords their requested amounts.

Finally, section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlords have been successful in this application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this application.

I grant the Landlords a monetary order of \$457.42, consisting of \$94.44 in hydro bills, \$61.58 for carpet cleaning, \$163.90 for maid services, and \$475.00 in outstanding rent and \$100.00 in the recovery of the filing fee for this hearing, less the \$437.50 security deposit they are holding for this tenancy.

Conclusion

I find for the Landlords under sections 67 and 72 of the *Act*. I grant the Landlords a **Monetary Order** in the amount of **\$457.42**. The Landlords are provided with this Order in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: February 3, 2022

Residential Tenancy Branch