



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL-S, MNDCT, MNSD, FFL

Introduction

The landlords applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlords ask me for the following orders against the tenants.

1. Retention of \$406.00 of the tenants' security deposit for unpaid rent [the 'Rent Claim'].
2. Retention of \$315.00 of the tenants' security deposit for damage they caused to the rental unit's furnace [the 'Furnace Claim'].
3. Compensation for monetary loss in the amount of \$1,117.46 [the 'Damage Claim'].
4. Reimbursement for the \$100.00 filing fee for this application.

The tenants also applied to the RTB for Dispute Resolution. The tenants ask me for the following orders against the landlords.

1. Compensation for monetary loss in the amount of \$19,527.25 [the 'Overpayment Claim'].
2. Return of the security deposit, in the amount of \$900.00.
3. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 13 June 2023, along with an interpreter. The tenants also appeared.

Preliminary Issue – Adjournment

Both parties ran out of time to argue their applications, which included a number of documents that both parties submitted to the RTB but to which they did not have time to refer me.

As a result, I proposed that we adjourn this hearing to provide both parties an opportunity to fully present their arguments and documents to me, but both parties objected to this proposal. Accordingly, I make this decision based solely on the statements and arguments made during this hearing, and on the few documents to which the parties did have time to refer me.

Issues to be Decided

Do the tenants owe the landlords rent?

Did the tenants damage the furnace?

Did they damage the unit?

Did the tenants overpay rent?

Must the landlords return the security deposit?

Should either party reimburse the other for the cost of filing their application?

Background and Evidence

The landlords told me that rent was \$1,800.00 *per* month. But the tenants told me that there had been some kind of illegal rent increase. They did not articulate when or by how much.

The parties agreed that the tenants had paid \$900.00 to the landlords as a security deposit.

The landlords told me that, during the tenancy, the tenants ran the furnace at a very high temperature, which caused the furnace to shut down. The tenants told me something about the landlords suggesting that the tenants not open the windows in their rental unit, as doing so would damage the furnace. Otherwise, the tenants insisted that the landlords were lying about the furnace. This discussion appeared to address the Furnace Claim.

The landlords also said that this tenancy ended 19 December 2022, when the tenants moved out.

After the tenants moved out, the landlords inspected the rental unit. The landlords determined that the unit was dirty and some of its' appliances were broken. As a result, the landlords made repairs to the unit, cleaned it, changed the locks, and bought new appliances. They referred me to some receipts, some of which were written in a language I do not understand. But I did infer that these statements and documents were meant to support the Damage Claim.

Because the tenants moved out on 19 December, the landlords also told me that they owe \$464.00 of rent for the last 'eight' days of rent in December. This appeared to be the Unpaid Rent claim. For their part, the tenants told me that they paid all the rent owing for December.

On 5 January, the tenants e-mailed the landlords their forwarding address, and the landlords did not dispute this.

When I asked the tenants about their claim for \$19,527.25 in compensation, they told me something about an illegal rent increase; an overpayment of rent in the amount of \$400.00; and they referred me to paragraph 61 of one of their documents entitled, 'Updated Memorial with Money order Request', which reads: 'an Order that Landlord refund to Tenant, immediately or within such a timeframe as is allowed by law, the rental for December 2022 and the utilities (i.e., CAD2,200), which was paid by Tenant for the month.' They provided no other information or documentation to support the amount of this Overpayment Claim.

Of note, the landlords made their application on 27 March.

Analysis

I have considered all the statements made by the parties. And I have considered the portions of those documents to which they referred me during this hearing. And I have considered all the arguments made by the parties in this hearing.

An applicant bears the burden of proving to me, on a balance of probabilities, that the wrong of which they complain occurred.

Did the landlords prove that the tenants probably didn't pay rent for December? The tenants told me that they did pay rent for December. Without anything more to corroborate the landlords' claim, I find it just as likely that they paid the rent as not. And so the landlords have not proved their Rent Claim, which I dismiss.

Did the landlords prove that the tenants probably damaged the unit and left it unclear? The tenants deny having done so. But the landlords offer some receipts in an effort to corroborate the allegation that repairs and cleaning were required after the tenants moved out. Yet, it is unclear to me how the landlords were required to incur these expenses, and they told me nothing about how they tried to minimize these damages, as they are required to under section 7 (2) of the *Residential Tenancy Act* [the 'Act']. They also did not offer any proof that the damage they claimed was more than reasonable wear and tear under section 32 (4). And so I dismiss their Damage Claim.

Did the landlords prove that the tenants probably damaged the furnace? The landlords told me that they did, and the tenants denied that they did. Without something more to corroborate the landlords' claim, I cannot determine that the tenants probably damaged the furnace: it is equally likely that they did not. And so I dismiss the Furnace Claim.

As the landlords have failed in all their claims, I will not order that the tenants reimburse them for the cost of filing their application.

The tenants' Overpayment Claim is largely unintelligible. It is certainly unsupported. The tenants were unable to prove that the landlords probably owe them \$19,527.25. At no point during the hearing did the tenants detail how they arrived at that amount, or what the basis for it was. I did ask them if they tried to minimise this loss, and they told me that they did not. This claim is not sustained by anything reliable or even comprehensible. I dismiss it.

But must the landlords return the security deposit? The tenants told me that they provided their forwarding address to the landlords on 5 January, and the landlords did not dispute this. Having received this address, the landlords had (*per* section 38 (1) of the Act) until 20 January to either return the deposit, or apply to keep it. They did neither (N.B. they did not apply to keep the deposit until the end of March).

So, I order that the landlords return double the deposit, *per* section 38 (6) of the Act. This amount is \$1,800.00.

As the tenants have succeeded in this portion of their application, I also order that the landlords reimburse them the \$100.00 they spent to file this application.

Conclusion

I order that the landlords pay to the tenants \$1,900.00 *per* section 67 of the Act.

The tenants must serve this order on the landlords as soon as possible. If the landlords do not comply with my order, then the tenants may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the tenants can enforce my order as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 20 July 2023

Residential Tenancy Branch