



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTWOOD RIDGE DEVELOPMENT
CORPORATION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL, MNSDB-DR

Introduction

The landlords applied on 13 June 2023 to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlords ask us for the following orders against the tenants.

1. Payment of \$928.00 of unpaid rent [the 'Unpaid Rent'].
2. Compensation in the amount of \$420.00 for failing to leave the rental unit reasonably clean [the 'Compensation Claim'].
3. Reimbursement for the \$100.00 filing fee for this application.

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

1. Return of their \$3,625.00 security deposit and their \$3,625.00 pet-damage deposit [the 'Deposits'].
2. Reimbursement for the \$100.00 filing fee for this application.

The corporate landlords participated at this hearing by way of an agent. The tenants also participated.

This hearing was conducted *via* teleconference: we heard only the voices of those who participated in this hearing. The parties' oral statements to us in this hearing were made neither under oath nor affirmation: we exercised our discretion under section 74 of the *Residential Tenancy Act* [the 'Act'] to not administer any oaths as part of this relatively informal and expeditious teleconference.

Note that we refer to the participants in this dispute in the plural form, even though a party may be an individual. We do this in adoption of the BC Public Service Agency's guidelines, 'Words Matter: Guidelines on Using Inclusive Language in the Workplace' [updated 18 May 2018].

Issue(s) to be Decided

What was the amount of rent to be paid by these tenants? Did they pay that amount of rent?

When did this tenancy end? When the tenancy ended, did the tenants leave the rental unit reasonably clean?

Are the landlords entitled to retain any of the Deposits?

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

Background and Evidence

The Landlords told me the following about this tenancy:

1. formerly, rent was \$7,250.00;
2. rental payments were arranged to be automatically withdrawn from the tenants' bank account;
3. on 17 November 2022, the landlords mailed the tenants a notice of rent increase to \$7,395.00, effective 1 March 2023 (corroborated with a copy of this notice);
4. the payment for February 2023 didn't clear, and so the landlords gave notice to end the tenancy;
5. the payment for March 2023 (at the new amount) also did not clear;
6. on 10 March, they received a bank draft from the tenants, for rent for March, but it was only in the amount of \$7,250.00;
 - a. the landlords e-mailed the tenants about the amount of this draft, noting that it was insufficient;
7. later, the landlords received two more bank drafts, for rent for April and May, but these were, again, in the lesser amount of \$7,250.00;
8. on 31 May, the landlords arrived at the unit to conduct a move-out inspection, but found that the tenants were still in the process of moving out, and so they did not inspect the unit;
9. the landlords returned on 2 June to inspect the unit, but found that a cleaner was still cleaning the unit, and that the tenants had left possessions behind;

- a. despite a cleaner being present, the landlords found the carpets to be insufficiently cleaned;
10. the tenants did not return the keys to the unit until 2 June;
11. after the move-out, the landlords had the carpets cleaned, which cost them \$420.00 (corroborated with an invoice in the amount of \$472.50); and
12. on 12 June the landlords returned \$5,865.13 of the Deposits (adding to the Deposits \$63.13 of interest, and withholding \$1,448.00 pending the hearing of their dispute).

For their part, the tenants told us the following about the tenancy:

1. they deny receiving the notice to raise rent, or the e-mail about paying insufficient rent;
2. the automatic withdrawals for rent payments didn't clear because the landlords tried to withdraw too much, *i.e.* \$7,395.00 instead of \$7,250.00;
3. at the end of April, the landlords tried to again withdraw \$7,395.00;
 - a. despite this amount being more than the amount of rent the tenants believed they were to pay, they did not contact the landlords about this discrepancy;
4. they shampooed the carpets sometime in March or April (over a month before they moved out); and
5. on 1 May, the landlords again tried to withdraw \$7,395.00, and the tenants again did not contact the landlords about this discrepancy;
6. the tenants moved out of the unit on 30 May, and e-mailed the landlords to tell them they would return the keys to the unit on 1 June;
7. they deny having a cleaner at the unit on 2 June; and
8. the only possessions they left behind at the unit were a pair of shoes.

Analysis

We have considered all the statements made by the parties and the documents to which they referred us during this hearing. And we have considered all the arguments made by the parties.

In writing this decision, we are mindful of the nature and volume of other applications to the RTB for access to limited hearing time. Parties are given an opportunity to participate in a focused and time-limited hearing, and the Director must carefully allocate resources in hearing disputes and writing decisions. As a result of the above, we will provide below only minimal reasons for our decision, sufficient to understand our reasoning.

What was the amount of rent to be paid by these tenants? Did they pay that amount of rent?

The landlords argue that the rent to be paid was (from 1 March) \$7,395.00. Accounting for the tenants paying \$7,250.00 for each month from March to May, this leaves a balance owing of \$435.00 ($\$7,395.00 - \$7,250.00 \times 3 \text{ months}$).

The landlords also argue that the tenancy did not end until 2 June, when the move-out inspection finally occurred, and the tenants returned the keys to the unit. This means, they say, that the tenants owe rent for 1 and 2 June, which amounts to \$493.00.

The tenants argue that they paid full rent for March, April and May, at the rate of \$7,250.00: they deny that the landlords increased the rent to \$7,395.00. And they argue that the tenancy ended 31 May, when they moved out. They also argue that they attempted to return the keys on 1 June, but that the landlords didn't agree to receive them until 2 June.

We accept that the rent was probably \$7,395.00. The landlords corroborated this with a copy of the notice of rent increase. And when they did not receive rent in the full amount for March, the landlords contacted the tenants. Conversely, when the tenants say that the landlords twice attempted to withdraw rent in the amount of \$7,395.00, the tenants did *not* contact the landlords. We do not find this consistent with a tenant who believes that a landlord is attempting to withdraw an amount of rent that was not agreed upon: if the tenants truly understood the rent to be only \$7,250.00, then we expect they would've contacted the landlords when they discovered that a greater amount had attempted to be withdrawn.

But we do not accept that this tenancy continued past the end of May. While the tenants may have left some possessions behind, or not fully cleaned the unit, or even neglected to return the keys, the landlords did not call any evidence to support the notion that new tenants were probably waiting in the wings to move in but could not because of the state of the unit. Rather, we find that the landlords accepted that the unit would not be rented out for 1 June, and, as a result, suffered no appreciable loss of revenue from the tenants not having promptly returned the keys, *etc.*

We grant the Unpaid Rent claim only in the amount of \$435.00, for the difference in rent owing between the 'old' and 'new' rents.

When did this tenancy end? When the tenancy ended, did the tenants leave the rental unit reasonably clean?

In considering the issue of Unpaid Rent, we have determined the end-date of the tenancy (*i.e.* 31 May). We accept the landlords' argument that the carpets were insufficiently cleaned: the tenants told us that they cleaned the carpets *a month or two before moving out*, and we do not find that this satisfies the requirement to clean the unit on moving out. As a result, we find that the carpets were probably not sufficiently cleaned, and that the landlords were entitled to hire others to do what the tenants ought to have done at the time of vacating the unit.

We find that the landlords spent \$472.50 to have this cleaning done, of which amount they only seek \$420.00. And so we grant the Compensation Claim in the amount of \$420.00.

Are the landlords entitled to retain any of the Deposits?

Section 38 (1) of the Act permits a landlord to retain a deposit if an application to do so is made within 15 days of the end of the tenancy. As the landlords complied with this section, they were entitled to not return these Deposits until a determination of their application was made.

As we have now determined, however, that their claims do not amount to the total that they argue, we order that the landlords must return \$493.00.

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

As neither party was wholly successful, we deem that each shall bear its own costs.

Conclusion

We order that the landlords pay to the tenants \$593.00 *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 our 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 our order as an order of that court.

This decision is made on authority delegated to us by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: 18 January 2024

Residential Tenancy Branch