



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

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

Introduction

This hearing dealt with the Landlords' application pursuant to the *Residential Tenancy Act* (the "Act") for:

1. A Monetary Order to recover money for unpaid rent – holding security and/or pet damage deposit pursuant to Sections 26, 38, 46 and 67 of the Act;
2. An Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security and/or pet damage deposit pursuant to Sections 38 and 67 of the Act;
3. A Monetary Order for compensation for a monetary loss or other money owed – holding security and/or pet damage deposit pursuant to Sections 38 and 67 of the Act; and,
4. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlords attended the hearing at the appointed date and time and provided affirmed testimony. The Tenant did not attend the hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlords and I were the only ones who had called into this teleconference. The Landlords were given a full opportunity to be heard, to make submissions, and to call witnesses.

I advised the Landlords that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings.

The Landlords testified that they were not recording this dispute resolution hearing.

The Landlords testified that they served the Tenant with the Notice of Dispute Resolution Proceeding package and evidence on July 22, 2022 by Canada Post registered mail (the “NoDRP package”). The Landlords referred me to the Canada Post registered mail tracking number submitted into documentary evidence as proof of service. I noted the registered mail tracking number on the cover sheet of this decision. I find that the Tenant was deemed served with the NoDRP package five days after mailing them on July 27, 2022 in accordance with Sections 89(1)(c) and 90(a) of the Act.

Issues to be Decided

1. Are the Landlords entitled to a Monetary Order to recover money for unpaid rent – holding security and/or pet damage deposit?
2. Are the Landlords entitled to an Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security and/or pet damage deposit?
3. Are the Landlords entitled to a Monetary Order for compensation for a monetary loss or other money owed – holding security and/or pet damage deposit?
4. Are the Landlords entitled to recovery of the application filing fee?

Background and Evidence

I have reviewed all written and oral evidence and submissions presented to me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlords confirmed that this periodic tenancy began on March 1, 2022. Monthly rent was \$1,300.00 payable on the first day of each month. A security deposit of \$650.00 was collected at the start of the tenancy and is still held by the Landlords. The Landlords claim that the end of tenancy was June 30, 2022.

The Landlords submitted there was a damaged wall, which had to be puttied, sanded, primed and repainted. There was also damage under the kitchen sink due to the Tenant allowing water to flow over and sit there. The female Landlord said it

took three hours of her husband's time to complete all the repairs. They did not have to purchase supplies as they previously were involved with renovations, and they had all the supplies needed to complete the repairs. The Landlords did not upload a receipt for their time for this work.

The Tenant regularly paid his own hydro. When the Tenant vacated, there remained unpaid hydro bills. The Landlords claim unpaid hydro from March 14, 2022 to May 13, 2022 totalling \$163.93, and from May 13, 2022 to June 30, 2022 totalling \$76.89.

The Landlords stated that the Tenant failed to clean the rental unit when he vacated. The Landlords uploaded a move-out condition inspection report at the end of the tenancy and it provided that the front door area, the kitchen and the bathroom were left dirty. They claimed the Tenant left drug products in the rental unit and they had to hire a cleaning company to come in and do a thorough cleaning of the rental unit totalling \$292.50.

The Tenant did not pay for two months of laundry hydro use; although, he had paid this expense during his tenancy. The Landlords have an agreement with the commercial space below the rental unit to compensate them \$50.00 per month for hydro for laundry. The Landlords have compensated the commercial space below and claim \$100.00 back from the Tenant.

The Landlords provided at the beginning of the tenancy linens, pots and pans, dishes, towels, and a bath rug. At the end of the tenancy, some of these items were so badly soiled or missing. The Landlords claim for replacement of new bedding totalling \$78.38, and replacement of pots and pans, towels, face cloths, and a bath rug totalling \$214.06.

The Tenant did not return keys to the rental unit or to a shared laundry room access to the Landlords. The Landlords claim for changing locks on the laundry room door. The cost of changing/rekeying the laundry room locks which is shared with other tenants was \$126.02.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

This hearing was conducted pursuant to RTB Rules of Procedure 7.3, in the Tenant's absence, therefore, all the Landlords' testimony is undisputed. Rules of Procedure 7.3 states:

Consequences of not attending the hearing: *If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.*

Liability for not complying with this Act or a tenancy agreement

- 7** (1) *If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*
- (2) *A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*

Section 26(1) of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. If the tenancy agreement requires the tenant to pay utility charges, the Landlord may treat these charges as unpaid rent.

The Landlords stated that the Tenant was responsible to pay utility charges for the rental unit as well as his contribution towards the shared laundry use with the other tenants. Section 46(6) of the Act states that a landlord may treat the unpaid utility charges as unpaid rent. I find the Landlords have substantiated their claims

for the unpaid hydro totalling **\$343.82** (\$163.93+\$79.89+\$100.00) and I grant this amount to the Landlords.

Leaving the rental unit at the end of a tenancy

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- (2) *When a tenant vacates a rental unit, the tenant must*
- (a) *leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and*
 - (b) *give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.*

A Tenant must leave a rental unit reasonably clean, and undamaged except for reasonable wear and tear at the end of the tenancy. The Landlords submitted that the Tenant left drug products around in the rental unit, and generally did not leave the rental unit reasonably clean and undamaged. The Landlords said they had to repair a damaged wall, and had to repair damage under the kitchen sink. The Landlords said they had the materials left over from a previous renovation job; but, they did not provide any evidence of the cost for these repairs. I find the Landlords have not substantiated that they incurred costs for this damage.

The Landlords' undisputed testimony and move-out condition inspection report has proven on a balance of probabilities that the rental unit was left unclean. The Landlords have substantiated their claim for the cleaning company they hired to come in and clean the rental unit. I grant the Landlords **\$292.50** for the costs of the cleaning company.

At the end of the tenancy, items were either so soiled or were missing. Based on the Landlords undisputed testimony, I find the Landlords have substantiated their claim for new bedding, pots & pans, towels, face cloths, and a bath rug. I grant the Landlords **\$292.44** (\$78.38+\$214.06) compensation for these items.

The Tenant did not return any keys at the end of the tenancy. The Landlords seek compensation for changing/rekeying the laundry room locks. The Landlords are responsible for rekeying or otherwise changing the locks so that the keys issued to previous tenants do not give access to the rental unit. I find, though, that the

laundry room locks are a building access device common for all the tenants and the Tenant must compensate the Landlords for them having to change/rekey these locks. I grant the Landlords **\$126.02** for this lock.

Pursuant to Section 72(2)(b) of the Act, I order that the Landlords are authorized to retain the security deposit held by the Landlords in partial satisfaction of the monetary award. Since the Landlords were successful in their claim, I grant them recovery of the application filing fee pursuant to Section 72(1) of the Act. The Landlords' Monetary Award is calculated as follows:

Item	Amount
Hydro March 14-May 13, 2022	\$163.93
Hydro May 13-June 30, 2022	\$79.89
Cleaning	\$292.50
Laundry hydro-2 months	\$100.00
New bedding	\$78.38
Pots & pans, towels, face cloths, bath rug replacement	\$214.06
Laundry room lock	\$126.02
Application filing fee	\$100.00
Less security deposit	-\$650.00
TOTAL MONETARY AWARD:	\$504.78

Conclusion

I grant a Monetary Order to the Landlords in the amount of \$504.78. The Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia 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 Act.

Dated: April 12, 2023

Residential Tenancy Branch