



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

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

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for:

- a monetary order for unpaid rent of \$2,400.00;
- a monetary order of \$746.32 for damages;
- a monetary order of \$677.67 for unpaid utilities, retaining the security deposit to apply to these claims; and
- recovery of his \$100.00 Application filing fee.

The Tenants and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenants and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Tenants said they had received the Application and the documentary evidence from the Landlord and had reviewed it prior to the hearing. The Tenants confirmed that they had not submitted any documentary evidence to the RTB or to the Landlord.

### Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses, and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

### Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

### Background and Evidence

The Parties agreed that the fixed term tenancy began on July 1, 2021, and ran to June 30, 2022, at which time the Tenants moved out. The Parties agreed that the tenancy agreement required the Tenants to pay the Landlord a monthly rent of \$2,400.00, due on the first day of each month. They agreed that the Tenants paid the Landlord a security deposit of \$1,200.00, and no pet damage deposit. They confirmed that the Landlord still holds the security deposit to apply to his claims.

The Parties indicated that they had tried to resolve these matters between themselves without resorting to dispute resolution at the RTB. During the hearing, they were both amenable to resolving their disputes and the Tenants agreed to most of the Landlord's claims. As such, I have set out their agreement below, indicating disparity in positions, where appropriate.

### **#1 MONETARY ORDER FOR UNPAID RENT → \$2,400.00**

The Landlord has claimed rent for July 2022, because the Tenants failed to give him proper notice of their intent to vacate the rental unit in June 2022. The Landlord said that he immediately posted a notice in social media websites for advertising vacancies, but could not find someone for July 2022. Ultimately, the Tenants said they did not disagree that they owed the Landlord this rent. I, therefore, **award the Landlord with \$2,400.00** in unpaid rent from the Tenants, pursuant to sections 26 and 67 of the Act.

### **#2 COMPENSATION FOR MONETARY LOSS → \$1,243.99**

	Receipt/Estimate From	For	Amount
A	BC Hydro	Electricity	\$361.55

B	[Gas provider]	Gas bill	\$141.80
C	City	Quarterly water/sewage	\$174.32
D	[Cleaners]	House cleaning	\$350.00
E	[Furniture store]		\$196.32
F	Landlord	Unreturned keys	\$20.00
		<b>Total</b>	<b>\$1,243.99</b>

- A. **BC HYDRO BILL(S) → \$361.55**  
 B. **GAS BILL → \$141.80**  
 C. **QUARTERLY WATER/SEWAGE → \$174.32**

The Landlord explained these claims, as follows:

Through email every month I would send an email with the different utility charge for the month. In the file, I submitted [electricity, gas] and water/sewer utility costs. And I sent it to them in an email on June 21. These would have been April and May utilities.

The Tenants said they did not have any comments and did not disagree to owing this amount to the Landlord. Adding up the amounts claimed in these matters, I, therefore, **award the Landlord with \$677.67** from the Tenants for electricity, gas and other quarterly utilities bills owing, pursuant to sections 26 and 67 of the Act.

**D. HOUSE CLEANING → \$350.00**

After a discussion between the Parties in the hearing, they agreed that this was an acceptable amount to bill for cleaning, as the Landlord had to do a “deep cleaning”, including the refrigerator, cobwebs on the stairs, blinds, floors, doing a dump run with items left behind. Although, the Landlord said he did not claim anything from the Tenants for his hauling costs and those at the dump.

I note that a landlord may wish to do an extra efficient cleaning of a rental unit, given concerns over Covid.

Based on the agreement between the Parties to this amount, I **award the Landlord with \$350.00** from the Tenants, pursuant to sections 37 and 67 of the Act.

**E. FURNITURE → \$196.32**

The Landlord said that one swivelling bar stool in the kitchen was broken at the end of the tenancy. He said the amount charged is the base rate of this item at the national furniture store where it was originally obtained.

The Tenants said that they had to glue these chairs back together a few times, as they said "...they were pretty iffy". The Landlord said that the chairs were about three years old.

Ultimately, the Tenants said they did not disagree with this claim. Therefore, and pursuant to section 32, 37, and 67 of the Act, I **award the Landlord with \$196.32** for this claim.

**F. UNRETURNED KEYS → \$20.00**

The Tenants disputed this claim, as the Act requires a landlord to change the locks for the next set of tenants, if requested. The Act requires the landlord to do this at his own expense.

Ultimately, **the Landlord withdrew this claim** from his Application. As a result, I dismiss this claim without leave to reapply, pursuant to section 62 of the Act.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following. As the Parties agreed to the matters as set out above, I find that further analysis is not necessary in this case.

Summary and Offset

\$2,400.00	-unpaid rent for July 2022;
\$ 677.67	-utilities owing to the Landlord from the Tenants;
\$ 350.00	-cleaning;
\$ 196.32	-swivel chair replacement;
<u>\$ 0.00</u>	-keys
<b><u>\$3,623.99</u></b>	<b>TOTAL AWARDED</b>

I find that this claim meets the criteria under section 72 (2) (b) of the Act to be off set

against the Tenants' **\$1,200.00** security deposit in partial satisfaction of the Landlord's monetary awards.

Given his success in this Application, I also award the Landlord recovery of his **\$100.00** Application filing fee pursuant to section 72 of the Act.

I authorize the Landlord to retain the Tenants' **\$1,200.00** security deposit pursuant to section 72 of the Act. I further grant the Landlord a **Monetary Order** from the Tenants of **\$2,523.99**, pursuant to section 67 of the Act.

### Conclusion

The Landlord is successful in his Application, as the Tenants agreed that they owe him the amounts claimed, as noted above. The Landlord is awarded **\$3,723.99**, including recovery of his **\$100.00** Application filing fee from the Tenants.

The Landlord is authorized to retain the Tenants' **\$1,200.00** security deposit in partial satisfaction of his monetary awards. I grant the Landlord a **Monetary Order** of **\$2,523.99** from the Tenants in satisfaction of the remaining amount owed to the Landlord by the Tenants.

This Order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) 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: April 24, 2023

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Residential Tenancy Branch