



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and their witnesses the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witnesses.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for 2640.28.

Background and Evidence

The applicants testified that:

- The tenant signed a tenancy agreement that states that the tenant must pay the electrical utility bills however the tenant has failed to pay the utility bills for the rental unit totalling \$1040.28.
- The tenant also vacated the rental unit without giving the proper Notice to End Tenancy and as a result they lost the full March 2009 rent.

- The tenants has claimed that he should not have to pay the rent and utilities due to a bird problem in the attic of the rental unit; however the landlords stated that they dealt with the bird problem as soon as they could and that they already gave the tenant a free month rent as compensation

The landlords were therefore asking for an order for the tenant to pay \$2640.28 and for an order allowing them to keep the full Security Deposit plus interest towards the claim; however at the hearing the landlords stated that they would settle for a total claim of \$1040.28 and would be willing to waive the rent for March 2009.

The tenant testified that:

- He does not believe he should have to pay the utilities or the rent because he did not have the full use of the house due to the landlords failure to deal with a bird problem in the attic of the rental unit.
- The landlord told him he had to move out or the landlord would change the locks to the rental unit.
- He also wants his January 2009, rent to be returned by the landlords.

The tenant therefore disputes this claim except for \$156.47 in utilities.

Analysis

It is my decision that the tenant is liable for the utility bills. The tenant cannot unilaterally withhold rent or utility payments and although the tenant claims that he has not had full use of the rental unit, the tenant has never filed an application for dispute resolution to get an order for a rent reduction or any monetary claim against the landlord.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

The tenant also failed to give the proper Notice to End Tenancy that is required by the Residential Tenancy Residential Tenancy Act and therefore would normally be liable for the landlords lost rental revenue; however the landlords have decided not to pursue the lost rental revenue.

Conclusion

I allow the landlords full reduced claim of \$1040.28. I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

Total amount allowed is \$1090.28. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$ 801.38

I further Order that the Respondent(s) pay to the applicants the following amount:

\$ 288.90

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: May 01, 2009.

Dispute Resolution Officer