



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** MND, MNR, MNSD, MNDC, FF

## **Introduction**

This hearing dealt with the landlord's application for a monetary order as compensation for damage / loss, unpaid utilities, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be decided**

- Whether the landlord is entitled to a monetary order under the Act

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the tenancy began as a 7 month term from March 1 to September 30, 2004. Thereafter, it continued on a month-to-month basis until April 30, 2009. At the outset of tenancy rent in the amount of \$830.00 was payable on the first day of the month, and a security deposit of \$415.00 was collected. The tenancy agreement provides that "the tenants must also pay 40% of the B.C. Hydro bill on top of the rent...." Effective from May 1, 2006, the tenants paid an additional amount of \$120.00 per month for rental of a garage and additional utilities.

Towards the end of tenancy, the landlord presented the tenants with a summary of what he calculated to be a shortfall in his collection from them of money owed for hydro and gas utilities, which dated back to the start of tenancy. The landlord acknowledges past errors in his calculations of the amounts owed. During the hearing the parties exchanged views on the circumstances giving rise to the dispute and undertook to achieve a resolution.

### **Analysis**

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed by the parties as follows:

- that the landlord will retain the tenants' full security deposit of \$415.00 plus accrued interest;
- that the tenants will FORTHWITH pay to the landlord the amount of \$100.00;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the agreement reached between the parties, as above, I order the landlord to retain the tenants' full security deposit of \$415.00 plus accrued interest, and I order the tenants to FORTHWITH pay to the landlord the amount of **\$100.00**. Further to this, the landlord's application is hereby otherwise dismissed.

DATE: June 24, 2009

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Dispute Resolution Officer