

## **DECISION AND REASONS**

Dispute Codes:

**MNSD, FF**

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid utilities and cleaning costs and to recover the filing fee from the Tenants for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral evidence, to cross-examine the other party, and to make submissions during the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid utilities and cleaning costs and to recover the filing fee from the Tenants for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy commenced September 1, 2008 and terminated on March 5, 2009.

The Landlord provided a copy of the tenancy agreement which indicates that the tenants would pay \$925.00 per month rent plus "50/50 utilities." The Landlord has submitted the following bills:

- District of Saanich water bill dated December 24, 2008 for \$159.88 (claimed \$79.20)
- District of Saanich water bill April 27, 2009 for \$264.98 (claimed \$79.94)
- BC Hydro bill dated March 23, 2009 for \$486.43 (claimed 171.90)

The Landlord is claiming compensation for the Tenant's share of utilities in the sum of \$331.04. The Landlord testified that when he received the bills he would give them to one of the Tenants. The Tenant testified that if the bills had been given to his girlfriend he would have received them as he managed all of those matters. The Tenant stated that he knew hydro bills were to be paid but was caught off guard when he became aware of the need to pay water bills and that they were only given the water bills at the end of the tenancy. The Tenant disputed the amount of the hydro bill and stated that he believes the meter is not correct.

The Landlord testified that the cabinets and the kitchen floor were not cleaned at the end of the tenancy. The Landlord stated that the Tenants had a cat and that the new tenant has reported a smell of cat urine in the rental unit. The Tenant testified that the Landlord became aware of the fact that they had a cat, which the Tenant has owned for eight years. The Tenant denied that the cat caused damage and stated that the hand-written note banning pets was added to the agreement after they signed it. The Landlord provided no evidence that he gave the Tenant's any written notice requiring them to remove the cat.

The Landlord did not provide a copy of a move-in condition inspection report and stated that he left this document with the Tenants at the start of the tenancy and they did not return a copy to him. The Landlord stated he attempted to complete a move-out condition inspection and that the Tenant's refused to sign the report. A copy of this report was not provided as evidence.

The Landlord supplied a March 7, 2009 invoice for cleaning in the sum of \$75.00.

### Analysis

Section 6 of the Act determines that a term of a tenancy agreement is not enforceable if the term is not expressed in a manner that clearly communicates the rights and obligations under it. The tenancy agreement clause referencing utilities is not clear in that it fails to detail which utilities are to be paid by the tenants, how the bills will be given to the tenant or when the payments are due.

I find that the Tenants are responsible for their share of the hydro bill as they have confirmed knowledge of the bill and the requirement that they share this cost. I find that the Tenants are not responsible for the water bill as the term in the tenancy agreement fails to clearly indicate the requirement of the Tenants to pay this bill, combined with the Tenant's testimony that they were unaware of the need to pay for water. Therefore, I dismiss without leave to reapply, the Landlord's claim for water bill compensation.

I find that the Tenants have not paid utilities in the amount of \$171.90 for hydro and that the Landlord is entitled to compensation in that amount.

In the absence of a move-in or move-out condition inspection I find that the Landlord's claim for cleaning costs is without merit. The Landlord and Tenant disagree on the need for cleaning and the Landlord has not provided any evidence that the Tenants were made aware of any deficiencies at the end of the tenancy.

I find that the Landlords application has partial merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of **\$221.90**, which is comprised of \$171.90 in unpaid hydro bills and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution and I grant the Landlord a monetary Order in that amount. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The balance of the Landlord's claim is dismissed without leave to reapply.

Dated August 11, 2009.

---

Dispute Resolution Officer