



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, & MNSD

### Introduction

Some 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 the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$962.50, for return of double the security/pet deposit and for return of money paid for utilities.

### Decision and reasons

#### Security Deposit

The tenant(s) have applied for the return of double their security/pet deposit; however the tenant(s) did not give the landlord(s) a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for arbitration.

Therefore at the time that the tenant(s) applied for dispute resolution, the landlord(s) were under no obligation to return the security deposit and therefore this application is premature.

I therefore dismiss this claim with leave to re-apply.

At the hearing the tenant(s) testified that a forwarding address in writing was given to the landlords on January 4, 2010, therefore the landlords have 15 days from that date to either return the deposit or apply for dispute resolution to keep all or a portion thereof.

## Utilities

The tenants testified that:

- At the beginning of the tenancy they did not agree to pay for utilities, however they subsequently paid \$300.00 in utilities and therefore they want the money that they paid for utilities returned.

The landlords testified that:

- The tenants did agree to pay utilities of \$100.00 per month to their friend who was renting the upper unit.
- The tenants paid a portion of the utilities but still owe a substantial amount to the upper tenant.

## Analysis

It is my decision that the landlord has shown that the tenants did agree to pay utilities.

The tenants claim that they never agreed to pay utilities at the beginning of the tenancy; however I find it very unlikely that they would have paid utilities if that had been the agreement.



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Therefore I will not be ordering that any utilities be returned to the tenants.

## Conclusion

The request for return of the security deposit and pet deposit is dismissed with leave to reapply.

Request for the return of utilities that have been paid is dismissed without leave to reapply.

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: January 15, 2010.

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Dispute Resolution Officer