



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, seeking monetary orders for unpaid rent and utilities, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

### Background and Evidence

The Landlords and the Tenants entered into a written tenancy agreement on July 28, 2008, for a tenancy to start on August 15, 2008. The Tenants agreed to pay \$1,500.00 a month in rent, plus \$200.00 a month for utilities. The Tenants were responsible for 2/3 of the bills. A term of the agreement was that the utilities would be reconciled and overpayments would be returned to the Tenants, or underpayments would be paid to the Landlords.

In or about May of 2009, the Tenants began falling behind in rent and utility payments.

The Tenants do not deny that rent is owed, however, the appearing Tenant explained that towards the end of the tenancy they lost track of what utility payments were due.

The Tenant testified that it seemed like every time the Landlord came over with a utility bill they had a different figure on a different piece of paper. Often the Landlords would not show the original bill, just the calculations of what was due. On at least one occasion the Landlords presented a bill for a different property than the rental unit.

At the time the tenancy was ending the Tenants agreed the Landlords could keep the security deposit in partial satisfaction of the rents and utilities due.

The Landlords have provided copies of the bills and a form of an accounting for the rents and utilities due.

The Landlords claim outstanding rents from April 15, to June 30, 2009, in the amount of \$2,750.00. They further claim utilities due of \$852.05 for this time period.

### Analysis

Based on the foregoing, the evidence and testimony, and on a balance of probabilities, I find that the Tenants have failed to pay rent and utilities owing to the Landlords.

The preferred method of having the Tenants pay utilities would have been to show the Tenants the original bill as it came in and provide the Tenants with a copy of that bill as well as showing the amount due by the Tenants. Here the Landlords used a somewhat confusing method to do their calculations and report amounts owed to the Tenants. While I understand the confusion the Tenants may have gone through, it is apparent on the evidence before me that the Tenants owe \$2,750.00 in rent and \$852.05 in utilities.

Therefore, I find the Landlords have suffered a monetary loss of rent and utilities due to the breach of the tenancy agreement by the Tenants.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlords have established a total monetary claim of **\$3,652.05** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlords retain the deposit and interest of **\$754.83** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$2,897.22**

This order 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: February 16, 2010.

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Dispute Resolution Officer