



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the tenants pursuant to the *Residential Tenancy Act* for a monetary order for the return of the security deposit, overpaid hydro costs and the filing fee.

The landlord did not attend the hearing. I accept the evidence of the tenant that the landlord was served with notice of this application and hearing in person at her place of employment which is also the service address for the landlord on the tenancy agreement.

The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing, the tenant informed me that she had received the security deposit from the landlord. Therefore, this hearing only dealt with the tenant's application for a monetary order for overpaid utility costs and for the filing fee.

### **Issues to be decided**

Is the landlord responsible for the additional costs of utilities? Is the tenant entitled to a monetary order to recover the overpaid utility costs? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on October 25, 2009, for a fixed term of six months. The monthly rent was \$1395.00 payable on the first of the month. The rent did not include utilities.

The tenant stated that at the time that the parties entered into the agreement, the landlord told her that the utility bill was approximately \$50.00 per month.

A move in inspection was conducted. The tenant filed a report. The tenant moved out on May 30, 2010. A move out inspection was conducted and the tenant received her security deposit. The tenant did not file the report.

The tenant stated that the main door was missing a weather strip and as a result, it was very cold inside the rental unit. The tenant informed the landlord about the problem at the start of the tenancy. The landlord fixed the problem in the middle of December, about seven weeks into the tenancy.

The tenant stated that due to the low temperature inside the unit, the hydro bill was a lot higher than \$50.00 as indicated by the landlord. The tenant filed evidence by way of hydro bills and tabulated information to show that the average bill through the tenancy was \$93.30 per month. Based on this information, and the landlord's estimate of \$50.00 for the monthly cost of utilities, the tenant calculated the cost of services that she over paid for to be \$335.98.

The tenant also filed evidence regarding the cost of utilities that was incurred by a neighbouring unit with two occupants. The neighbour sent the tenant a note stating that he was very energy conscious, used low energy consuming bulbs, did laundry 1-2 times a week and used the dishwasher only once a week. The neighbour's average monthly bill for the same months that the tenant has provided her own information for is \$86.93.

### **Analysis**

Based on the undisputed testimony of the tenant, I find that the landlord gave the tenant a verbal estimate of the hydro bill. He estimated the bill to be approximately \$50.00 per month. However, the actual bills were higher than \$50.00 per month and the tenant paid an average monthly bill of \$93.30. As per the information filed by the tenant, the neighbour who is a conservative user of utilities pays an average bill of \$86.93 which is \$6.37 lower than the tenant's average monthly bill.

Despite the tenant's testimony that the high hydro bills were due to cold air leaking into the unit from the main door, prior to the installation of the weather strip, I find that the difference in the average bills of the neighbour and the tenant is negligible and could be ascribed to individual differences in the use of electric power.

Therefore, I find that the tenant has not proven that she overpaid hydro due to the negligence on the part of the landlord when he did not fix the weather strip on the main door in a timely manner. Since the tenant has not proven her case, she is not entitled to the recovery of the filing fee.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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: September 20, 2010.

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Dispute Resolution Officer