



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

**Dispute Codes:**    MNR, FF

### **Introduction**

This is an application for monetary compensation for utilities owed to the landlord by the tenant.

Despite being served by registered mail sent on July 15, 2011, the respondent did not appear.

### **Issue(s) to be Decided**

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for utilities owed.

### **Background and Evidence**

The tenancy began with a written tenancy agreement on May 25, 2011. Rent was \$799.00 per month, not including utilities and a security deposit of \$400.00 was paid. The tenancy ended on June 30, 2011. The landlord testified that the utility accounts were in the landlord's name and the tenant was required to reimburse the landlord. However at the end of the tenancy there was an outstanding amount of \$64.07 to be paid but the tenant failed to do so. The landlord included a copy of the tenancy agreement signed by both parties confirming that utilities were not included in the tenant's rent and a copy of the utility invoice showing the amount owed. The landlord testified that a written demand for payment was sent to the tenant.

### **Analysis**

With respect to the utility arrears, I find that section 46(6) of the Act states that unpaid utilities can be considered as rental arrears if a tenancy agreement requires the tenant to pay utility charges to the landlord, and the utilities remain unpaid more than 30 days after the tenant receives a written demand for payment

I find that, because there was a written term in the tenancy agreement that required the tenant to pay her own utilities and that any charges for utilities used by the tenant for the rental unit are the tenant's responsibility to pay.

Accordingly, I find that the tenant is required to reimburse the landlord in the amount of \$114.07, comprised of \$64.07 for the utility bill and the \$50.00 cost of the application.

**Conclusion**

I hereby order that the landlord retain \$114.07 from the \$400.00 security deposit being held on behalf of the tenant. I hereby grant a monetary order in favour of the tenant for the return of the remaining portion of the deposit in the amount of \$285.93. This order must be served on the landlord and if left unpaid 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: October 17, 2011.

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Residential Tenancy Branch