



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MND, MNR, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of replacing curtain rods, for unpaid utilities and for the filing fee. The landlord also applied to retain the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for costs incurred to replace the curtain rods, for unpaid utilities and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started in January 2010 and ended in August 2011. Both parties filed a copy of the tenancy agreement. The monthly rent was \$950.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$500.00. The rent did not include utilities. The tenant was required to pay \$150.00 towards utilities. A term in the tenancy agreement stated as follows:

*The tenant hereby agrees to pay, in advance, on or before the first day of each month, the sum of \$150. The cumulative amount of expense payments will be subject to adjustment based on actual costs.*

The landlord stated that she provided statements to the tenant through the term of the tenancy. The tenant agreed that she received a total of five statements, but did not read them. The landlord filed copies of the statements which provide details of the amount of utilities that the tenant was responsible for. Since \$150.00 did not cover the total cost of utilities, the tenant's utility tab kept growing as the tenancy progressed. At the end of the tenancy, the tenant owed a balance of \$1,492.00 for unpaid utilities. The landlord also provided hydro bills and receipts for oil purchased.

The landlord stated that the house is an older home and has single pane windows. Therefore to keep the house warm in winter, the landlord installed double curtain rods that would allow heavier curtains. The double rod provided for a second curtain to be hung during winter. The landlord stated that he installed the rods about six weeks prior to the start of this tenancy. The landlord provided a copy of an invoice for the purchase of the rods and stated that the materials cost \$65.00. The landlord also filed a copy of a cheque paid for work done at two rental properties in the amount of \$150.00. The landlord is claiming \$200.00 for the replacement of the curtain rods.

The tenant agreed that she removed the double curtain rod and installed her own rod with a lighter lace curtain. She stated that the landlord's double rod was left in the house when she moved out. She also stated that she did not remove her own rods or curtains prior to moving out.

### **Analysis**

Based on the documentary evidence filed by both parties and the verbal testimony of both parties, I find that the tenant paid \$150.00 for utilities per month, but this did not fully cover the cost of utilities. The landlord filed a detailed statement of accounts and I accept the evidence of the landlord. I find that the tenant owes the landlord \$1,492.00 for unpaid utilities.

The tenant agreed that she removed the landlord's double curtain rod and did not replace it. Therefore, I find that the tenant is responsible for the cost of the replacement of the curtain rod. Based on the evidence filed by the landlord. I find it appropriate to award the landlord \$65.00 for materials plus \$75.00 for labour to install the rod.

Since the landlord has proven his claim, I find that he is entitled to the recovery of the filing fee.

Overall the landlord has established the following claim:

1.	Unpaid utilities	\$1,492.00
3.	Filing fee	\$50.00
	<b>Total</b>	<b>\$1,682.00</b>

I order that the landlord retain the security deposit of \$500.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy*

*Act* for the balance due of \$1,182.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order for the amount of **\$1,182.00**.

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*.

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Dated: November 28, 2011.

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Residential Tenancy Branch