



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's request for authorization to deduct unpaid utilities from the tenant's security deposit. The tenant did not appear at the hearing. The landlord provided a registered mail receipt as evidence the hearing package was sent to the tenant at his forwarding address on August 18, 2011. I was satisfied the tenant has been sufficiently served with notification of the landlord's application and I proceeded to hear from the landlord without the tenant present.

### Issue(s) to be Decided

Has the landlord established an entitlement to recover unpaid utilities from the tenant?

### Background and Evidence

The tenancy commenced January 1, 2011 and ended July 31, 2011. The tenant paid a \$380.00 security deposit. The tenancy agreement provides that the tenant is responsible for his own electricity charges. In the city where the rental unit is located, the electric company charges the owner of the property for any unpaid electric account. The electric company has charged the owner of the property \$126.36 in satisfaction of the final electric bill for the rental unit. The bill includes consumption from July 7 – 31, 2011 and a balance carried forward from a previous unpaid bill.

Documentary evidence provided for this proceeding included: the tenancy agreement and the final electric bill.

### Analysis

Upon review of the tenancy agreement I accept that the tenant is responsible for the electric charges incurred during his tenancy. Upon review of the final electric bill I am satisfied the owner has been charged \$126.36 by the electric company for the electric bill for the rental unit. Therefore, I find the landlord entitled to recover this bill from the

tenant and I grant the landlord's request to deduct \$126.36 from the tenant's security deposit. I also award the \$50.00 filing fee to the landlord.

After deducting the electric charges and the filing fee, I find a balance of \$203.64 is owed to the tenant for the remainder of the security deposit.

The landlord is ordered to return the balance of the security deposit to the tenant forthwith. Enclosed for the tenant is a Monetary Order in the amount of \$203.64 to serve upon the landlord if necessary.

### Conclusion

The landlord has been awarded a total of \$176.36 and the landlord has been authorized to deduct this amount from the security deposit. The remaining balance of the security deposit (\$203.64) must be paid to the tenant forthwith. The tenant has been provided a Monetary Order in the amount of \$203.64 to serve upon the landlord if necessary.

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: November 18, 2011.

---

Residential Tenancy Branch