



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for a Monetary Order for unpaid utilities and to recover the filing fee from the tenants for the cost of this application.

One of the tenants and the landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross exam each other on their evidence. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid utilities?

Background and Evidence

Both parties agree that this tenancy started on February 01, 2011. Rent for this unit is \$7,500.00 per month and is due on the first day of each month.

The landlord testifies that the tenants failed to pay the utility bill from the City for water, sewage and garbage services for the period from April 01, 2011 to June 30, 2011 to the sum of \$470.42. The landlord testifies that he had to pay this bill as he had sold the

house on October 19, 2011 and had to ensure all utilities were cleared by the completion date.

The landlord refers to the tenancy agreement provided in evidence and states the agreement signed by the tenants does not include this utility in the rent. The landlord therefore seeks to recover this sum from the tenants.

The tenant attending disputes that they owe this amount to the landlord. The tenant testifies that the utility bill covers water, sewage and garbage charges and the tenancy agreement states that the water utilities are not included in the rent however garbage is included in rent. The tenant testifies that they mistakenly paid the whole City Bill for the first quarter of 2011 but are now disputing the remainder of the bill and state the water portion of this bill is the only amount they owe. The tenant also states as they paid the whole bill for the first quarter the landlord should reimburse the tenants for the additional portion they paid in error and should deduct it from this bill.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. I have reviewed the tenancy agreement and find that the tenant has a valid argument regarding how the utility bill from the City is apportioned. This bill does include charges for sewage, garbage and recycling along with water charges. The water charges on this bill come to a total sum of \$154.99, the remainder of the bill is for charges for garbage and recycling which is included in the rent as shown on the tenancy agreement and for sewage charges which is not noted in the tenancy agreement. Consequently, I find the tenants are only responsible to pay the water charges of \$154.99 from this bill.

The tenants argue that they should not have to pay this as they did pay the entire utility bill for the first quarter in error therefore the landlord would owe the tenants a balance

from that bill. The tenants have not however provided any evidence showing how much the bill was for the first quarter and how much they paid.

Therefore, I find in partial satisfaction of the landlords claim and the landlord will receive a Monetary Order for the water portion of this utility bill to the sum of **\$154.99** pursuant to s. 67 of the *Act*.

As the landlord has been partially successful with this claim I find the landlord is entitled to recover half his filing fee to the sum of **\$25.00** pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord to the total sum of **\$179.99**.

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$179.99**. The order must be served on the respondents and is enforceable through the Provincial Court 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 21, 2012.

Residential Tenancy Branch