



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and both tenants participated in the conference call hearing.

The tenants acknowledged that they received the landlord's evidence. The landlord state that he did not receive the tenants' evidence until five days before the hearing, but he did not wish to request an adjournment. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 1, 2011 and ended on December 31, 2011. The tenancy agreement indicated that the tenants were responsible for 60 percent of the utilities for the house. The rental unit is the upper portion of a house. The lower portion of the house contains a separate unit rented out to other tenants under a separate tenancy. The utilities for the downstairs tenants are included in their rent.

The tenants moved out of the rental unit in November 2011 after giving late notice to the landlord. The tenants paid the landlord full rent for December 2011 and \$200 toward utilities.

Landlord's Evidence

The landlord calculated 60 percent of the utilities bills for the duration of the tenancy, from October 1, 2011 to December 31, 2011. The total bill for 60 percent of the utilities, after deducting the \$200 payment the landlord received from the tenants, is \$560.25.

The landlord advertised to re-rent the unit for December 1, 2011, but he was unable to re-rent it until March 1, 2012. The landlord stated that he did some touch-up paint and filled in some holes in the rental unit over the course of December, but he did not start doing renovations in the unit until the first week of January 2012. The only thermostat for the whole house is located in the upstairs suite, and the landlord set the thermostat at approximately 19 degrees Celsius on or about December 4, 2011.

Tenants' Response

The tenants did not feel that they should have to pay for December's bills. The hydro bills for October and November 2011 were extremely high, which the tenants believe was because the downstairs tenants were using electric heaters. The landlord should not have been painting the rental unit or renovating it during the month of December 2011, when the tenants were still paying rent. The tenants raised a question regarding why there was only a \$20 difference in the bills for the month they were not in the rental unit.

Analysis

I find that the landlord is not entitled to utilities for December 2011, as the tenants were not using the utilities during that month, and it would be impossible to determine how much of the utilities were used by the two separate units in that month. I therefore find that the tenants are responsible for utilities for October 1, 2011 through November 30, 2011 in the following amounts: \$221.12 for hydro; \$188.77 for gas; and \$74.66 for water and sewage costs, for a total of \$484.55. As the tenants already paid \$200 toward utilities, the landlord is entitled to a claim of \$284.55.

As the landlord's claim was only partially successful, I find he is entitled to partial recovery of his filing fee, in the amount of \$25.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$309.55. This order may be filed in the Small Claims Court 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: May 7, 2012.

Residential Tenancy Branch