



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNSD, FF, O

### Introduction

These hearings dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearings were conducted via teleconference. The hearing on June 5, 2012 was attended by one of the landlords; their agent; two of the tenants and their agent. The hearing of June 26, 2012 was attended the other landlord and their agent and the same two tenants and their agent.

At the hearing of June 5, 2012 the parties identified the tenants had been in the processes of moving out of the rental unit and it was agreed there was no longer a need for an order of possession. I amended the landlord's Application to exclude the matter of possession.

It was also determined that the parties had not provided sufficient evidence to proceed and the parties agreed to an adjournment. Prior to the reconvened hearing the landlord provided into evidence a copy of the tenancy agreement and utility bills.

The landlord's agent identified that landlord had received further utility bills for the most recent period of the tenancy and that she had paid them on June 20, 2012 but these bills were not submitted into evidence. I advised the landlord I could not now accept the bills into evidence.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for utility costs; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following documentary evidence a copy of a residential tenancy agreement which was signed by the parties on September 26 for a month to month tenancy beginning on October 12, 2011 for the monthly rent of \$2,200.00 plus utilities (gas & hydro) due on the 1<sup>st</sup> of each month and a security deposit of \$1,100.00 was paid.

The landlord seeks unpaid rent in the amount of \$175.00 and unpaid utilities in the amount of \$612.27 for a total claim of \$787.27. The landlord has provided hydro bills for the periods September 14 to November 10, 2011; January 12 to May 9, 2012, for a total of \$307.29.

The landlord has also provided gas bills for the period from October 13, 2011 to May 9, 2012 for a total amount of \$1,395.53. The landlord's agent testified there were no outstanding amounts for either hydro or gas utilities for 2011.

The parties agree the tenants made payments totalling \$829.00 as follows:

- January 17, 2012 - \$207.00
- February 17, 2012 - \$186.00
- March 17, 2012 - \$207.00
- April, 2012 - \$229.00

The tenants do not dispute the \$175.00 owed in rent. The parties also agree the amount of total hydro bills does not include the period September 14 to November 10, 2011 lessening the amount of hydro to \$203.28.

### Analysis

While I accept the landlords testimony that the bills in question in regards to gas utilities do not include any periods from 2011 I find it to be reasonable that the bill that includes the period from December 9, 2011 to January 11, 2012 was issued on January 16, 2012 and should therefore be included the total amount of utilities sought by the landlord.

As such, I find the total amount of gas utility would exclude the bills for the period between October 13, 2011 and December 9, 2011 totalling \$315.85. This reduction would reduce the total amount of the gas utility to \$1,079.68.

Based on the tenant's acceptance of \$203.28 as the hydro amount and based on my findings above for gas utilities in the amount of \$1079.68 I find the total for all utilities to be \$1,282.96 reduced by the mutually agreed total payments of \$829.00 leaving a balance owing to the landlord of \$453.96.

From the tenant's agreement of the amount of rent owed to the landlord I accept the tenant's owe the landlord \$175.00 for unpaid rent.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$678.96** comprised of \$175.00 rent owed; \$453.96 utilities and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$1,100.0 in satisfaction of this claim, leaving a balance of the security deposit owed to the tenants and I grant a monetary order to the tenants in the amount of **\$421.04**.

This order must be served on the landlord. If the landlord fails to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be 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: June 28, 2012.

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Residential Tenancy Branch