



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid utilities.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid utilities?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy began on October 1, 2012. Rent in the amount of \$1,200.00 was payable on the first of each month. A security deposit of \$600.00 was paid by the tenant.

The parties agreed the tenancy agreement states the tenant is responsible to pay electricity and gas utilities. The parties agreed the electricity utility with the credit applied and the gas utility total the amount of \$1,915.79. The parties agreed the tenant has paid \$1,535.17 towards these utilities.

The landlord testified that she seeks compensation for other utilities not listed in the tenancy agreement, such as garbage, sewer and water.

The landlord writes in her amendment that she is seeking to recover the cost of replacing the built-in microwave handle in the amount of \$56.09.

The tenant testified that he is not responsible to pay for water, sewer and garbage and is relying on the terms of the tenancy agreement.

The tenant testified that he acknowledges responsible for the broken handle on the microwave.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The parties agreed the hydro and gas utilities total \$1,915.79 and the tenant has paid \$1,535.17. Therefore, I find the landlord is entitled to recover the unpaid electricity and gas utilities the amount of **\$380.62**.

The evidence of the landlord was the tenant was responsible to pay for sewer, water and garbage utilities. The evidence of the tenant was these utilities were not his responsible and is relying on the terms of the tenancy agreement. I find the tenant had the right to rely on terms of the tenancy agreement. Therefore, I dismiss the landlord's claim for compensation for sewer, water and garbage utilities.

The tenant has acknowledged responsibility for the broken microwave handle. I find the amount claimed by the landlord to be reasonable. Therefore, pursuant to section 67 of the Act, I grant the landlord compensation in the amount of **\$56.09**.

The tenant argued that the landlord should not be entitled to recover the filing fee, however, the landlord was required under section 38 of the Act to apply to retain a portion of the security deposit as the tenant did not provide written permission for the landlord to retain any portion. Therefore, I find the landlord is entitled to recover the full amount of the filing fee from the tenant.

I find that the landlord has established a total monetary claim of **\$486.71** comprised of the above described amount and the \$50.00 fee paid for this application.

I order that the landlord retain the amount of \$486.71 from the \$600.00 security deposit in full satisfaction of the claim and I grant the tenant an order under section 67 for the balance due of **\$113.29**. Should the landlord fail to return the balance of the security deposit to the tenant.

Conclusion

The landlord is granted a monetary and may keep a portion of the security deposit in full satisfaction of the claim. The tenant is granted a monetary order in the above amount. Should the landlord fail to return the balance of the tenant's security deposit.

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: July 04, 2012.

Residential Tenancy Branch