



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD

### Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$637.24 and a request to also retain the full security deposit of \$550.00.

### Background and Evidence

The applicant testified that:

- The tenant gave her written permission by text to keep the full security deposit of \$550.00.
- The tenant verbally agreed that she would be responsible for the utilities for the rental unit, and had initially put them in her name.

- The tenant however stopped paying the utility bills, and as a result the City of Dawson Creek is charging the utilities to the landlord.

The applicant is therefore requesting an order for the outstanding utilities totaling \$1187.24, and is requesting an order to retain the full security deposit towards the claim.

The applicant is also requesting that a monetary order be issued for the difference in the amount of \$637.24.

The respondent testified that:

- She did send the landlord a text stating that the landlord could keep the full security deposit, however it she later found out from the Residential Tenancy Branch that a text message is not considered written permission to keep the security deposit.
- She did initially agreed to pay the utilities and did put the utility account in her name, however the utilities were extremely high and she found out from the city that it is the landlords responsibility to pay the utilities and therefore she stopped paying them.
- She was going to make payments towards the utilities however since the landlord is the one who is responsible for the utilities she has not done so.

### Analysis

It is my finding that the tenant is responsible for the unpaid utilities for this rental unit.

The tenant has admitted that she agreed to pay the utilities, and only stopped paying them when she found out that the landlord is responsible for the utility payments.

The fact that the landlord is responsible to pay the utility payments to the City does not excuse the tenant from her responsibility to pay the utilities under the verbal contract

she had with the landlord, it only means that if the tenant fails to pay those utilities the landlord will have to pay them.

I therefore allow the landlords claim for outstanding utilities totaling \$1187.24.

It is also my finding that the tenant has already given the landlord permission to keep the full security deposit. Although a text message is not normally considered written permission to keep the security deposit, in this case the tenant has admitted that she sent a text message to the landlord allowing her to keep the full security deposit, and therefore it is my finding that she has given the landlord permission to keep the security deposit.

#### Conclusion

I have allowed the landlords full claim of \$1187.24, and I therefore order that the landlord may retain the full security deposit of \$550.00 towards the claim, and have issued a monetary order in the amount of \$637.24.

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: October 22, 2012.

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Residential Tenancy Branch