



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

MNR, FF

### **Introduction**

This is an application for monetary compensation for utilities owed to the landlord by the tenant.

The landlord testified that each one of the two co-tenants was served in person on November 21, 2012 at their places of employment. However neither of the respondents appeared.

### **Issue(s) to be Decided**

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for utilities owed.

### **Background and Evidence**

Submitted into evidence was a copy of the tenancy agreement signed by the parties, copies of utility invoices and a copy of a previous decision issued on April 2, 2012 that dismissed the landlord's pre-estimate of hydro utilities with leave to reapply once the invoices were received.

The tenancy began on December 1, 2011 as a fixed term ending on December 1, 2012. The rent was \$750.00 plus 2/3 of the utility bills. The tenants vacated prior to April 2, 2012.

The tenancy ended on or before on April 1, 2012, the landlord seeks payment of 2/3 of the hydro for the period from February 7 2012 until April 30, 2012. The landlord's position is that the tenant should be charged for utilities for the entire month of April 2012 because of the fact that the tenants were still living in the unit on April 1, 2012 and because the tenant's actions forced the end of the tenancy prior to the expiry of the fixed term.

The amount of the claim is for \$264.00 for 2/3 of the \$395.92 hydro bill for the period from February 7 to April 4, 2012 and \$46.45 prorated amount for the rest of the month of April 2012.

### **Analysis**

With respect to the utility arrears, I find that section 46(6) of the Act states that unpaid utilities can be considered as rental arrears if a tenancy agreement requires the tenant to pay utility charges to the landlord, and the utilities remain unpaid more than 30 days after the tenant receives a written demand for payment. In this instance the tenant vacated the unit prior to the hydro invoice being issued, leaving unpaid utilities still owed.

I find that the tenant is responsible for paying 2/3 of the hydro utilities for the period during which the tenant was in possession of the rental unit and grant the landlord monetary compensation in the amount of \$264.00.

With respect to the claim for the \$46.45 utility costs accrued during the month of April 2012, after the tenant had relinquished possession, I find that the tenant was no longer using any hydro in the rental unit after April 1, 2012. I also find that, once a tenancy contract is terminated by one party, all of the terms contained within that tenancy agreement governing the tenant's responsibilities as a condition of possession and use of the unit, will no longer be applicable, nor enforceable.

Given the above, I find that the landlord is not entitled to the portion of the claim for the hydro used during April 2012.

Accordingly, I find that the tenant is required to reimburse the landlord in the amount of \$314.00, comprised of \$264.00 for the unpaid hydro bills prior to April 2012, and the \$50.00 cost of the application.

I hereby grant the Landlord an order under section 67 for \$314.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### **Conclusion**

The landlord is successful in the application and is granted a monetary order for utility costs.

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 25, 2013

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Residential Tenancy Branch

