



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, FF

This hearing dealt with an application by the landlord for a monetary order and an order to retain a portion of the security deposit in satisfaction of the claim. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on August 26, 2013 and ended on May 31, 2013. The tenants were obligated to pay \$1200.00 per month in rent in advance and \$180.00 for utilities. At the outset of the tenancy the tenants paid a \$600.00 security deposit. As the landlord is the sole applicant I address the landlord's claims and my findings around each as follows.

Landlords Claim – The landlord is seeking \$285.57 for unpaid utilities. The landlord stated that he would take the reading from the “main meter” and then subtract the reading on the “information meter”. The main meter was set to monitor the total power into the property including the subject unit of this hearing. The information meter was set to track the usage of the tenants living in the basement. The landlord stated that he would compare these two numbers, subtract the basement tenants' usage and then input his information on a spreadsheet. The landlord stated that he provided a “guesstimate” of \$180.00 per month which the tenant agreed to and paid each month. The landlord stated that it was only to be a guideline and that the tenant would be responsible for anything above and beyond the amount. The tenant disputes the amount claimed by the landlord. The tenant stated he has no issue with having to pay extra if needed but felt that the landlord was less than forthcoming with the information and was not providing the bills upon request. The tenant stated that he had not seen any bills until this hearing and that even upon reviewing the billing he is still unsure of how the landlord came to the number he did.

I asked the landlord on three separate occasions to explain how he came to the amount that he did and each time the landlord gave a different version. The landlord stated it's "all there in the paperwork". I've reviewed the documentation of the landlord and did not find it helpful. I accept the landlord was attempting to provide the information as best as he could, however the landlord bears a responsibility to keep full and accurate records. The landlord must set out the terms of a tenancy from the outset. The landlords' addendum to the tenancy agreement regarding utilities is vague at best. The landlord was contradictory and confusing in his ability to quantify the amount he was seeking. The landlord stated that he had provided the spread sheets to the tenant but later stated that if the tenants wished to see his spread sheets he would have provided them that information. The landlord did not present his evidence in a manner to be successful in his application. Based on the inconsistent and less than compelling testimony of the landlord I must dismiss his application in its entirety.

Conclusion

The landlords' application is dismissed in its entirety.

The landlord is to return the security deposit to the tenant.

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: September 12, 2013

Residential Tenancy Branch

