



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for return of double the security deposit. The landlord had filed evidence in support of a claim for money owed but had not made a formal application for dispute resolution for a monetary order. Both parties expressed a desire to have all issues between them resolved at this hearing. Accordingly, I heard evidence and will render a decision on the landlord's claim as well as the tenant's claim for return of double the security deposit.

Issue(s) to be Decided

Is either party entitled to a monetary order and, if so, in what amount?

Background and Evidence

The rental unit is an RV pad on which the tenant parked her fifth wheel trailer. The landlord lives in a house on the same property. There is a third living unit on the property – a suite located in the landlord's house.

The tenant's first tenancy commenced August 22, 2009. It started as a one year fixed term tenancy and continued thereafter as a month-to-month tenancy. The monthly rent of \$425.00 was due on the first day of the month. The tenant was also responsible for a share of the hydro bill. Water was provided by the landlord at no charge.

At some point the tenant rented her RV, on the pad, to AF. Their agreement, which was in writing, was that the monthly rent of \$500.00 would be paid by AF to the landlord, who paid the tenant the difference. The landlord collected utility payments directly from AF.

AF filed a statement saying that he paid the tenant \$200.00 when he moved into the RV so the landlord would not have to reimburse the tenant. The landlord testified that AF told him he had paid the tenant and was taking over the security deposit.

AF's statement also says that when he moved out the \$200.00 held by the landlord was used to pay outstanding utility payments and to clean up the site. The tenant's evidence is that she gave the landlord \$60.00 from the \$200.00 paid to her by AF to clean up the site and she used the balance to clean up the interior of the trailer. The

landlord agreed with AF's statement and also acknowledged that the tenant had given him \$60.00 as she stated.

AF's statement says then when he moved into the RV neither he nor the tenant thought she would be moving back.

However, the tenant did move back on June 15, 2013. She and the landlord signed a new tenancy agreement. This time it was a month-to-month agreement; the monthly rent was \$450.00; and the tenant was to pay 1/3 of the water bill in addition to hydro. The tenancy agreement says nothing is paid for a security deposit or pet damage deposit. The landlord said he signed this agreement shortly after surgery and was so sick he forgot to collect a deposit. The tenant said the security deposit she had paid previously was carried over into this new tenancy. Both parties signed the agreement.

The tenant ended November 30. The tenant provided her forwarding address by text message on December 2.

The landlord described how he calculated the tenant's share of the hydro bill. The rental unit has its' own meter. He calculated the number of hours used by the tenant in each billing period and multiplied that number by the Step 2 rate. Neither he nor his witness explained why he used the higher rate.

The water bill was calculated by dividing it into seven parts and attributing two parts to the two persons in the landlord's unit; two parts to the two residents in the other suite in the landlord's house; one part to the chicken coop; and the final two parts to the tenant. The landlord said the tenant's boyfriend was there full time for the last part of the tenancy; the tenant said he just visited.

Analysis

When considering the issues between the parties I give the greatest weight to the agreement they signed on June 15, 2013. That agreement does not say that the security deposit was being carried forward; it says no security deposit was being paid by the tenant. If the document did not reflect the actual arrangements between the parties the tenant, who knows the importance of tenancy agreements, could have ensured that it did before she signed it. The fact that she did not is consistent with the evidence from AF and the landlord that when she rented her RV to AF the parties attempted to deal with the security deposit at that time. I find that the tenant has failed to establish that she paid a security deposit for this second tenancy. The tenant's claim is dismissed.

After hearing the evidence about the calculation of the tenant's share of the hydro I thought dividing each part of the bill by a third would have been fairer. After doing a long calculation which included dividing the Basic Charge, Rate Rider and GST between the three units and giving the tenant credit for the fact that she only there for

43 days of the last billing cycle I concluded that the tenant should pay the landlord \$284.41. The landlord is only claiming \$235.33 so clearly his method of calculation is fairer to the tenant. I award the landlord the sum of \$235.33 for unpaid hydro.

The tenancy agreement says the tenant is to pay one third, not two sevenths, of the water bill. According to that calculation the tenant should pay the landlord \$47.71. However, the landlord is only claiming \$40.88 and I award the landlord that amount for the unpaid water bill.

In summary, I find that the landlord has established a total monetary claim of \$276.21 for unpaid hydro and water and pursuant to section 67 I grant the landlord a monetary order in that amount.

Conclusion

The tenant's claim is dismissed.

A monetary order in the amount of \$276.21 has been granted to the landlord. If necessary, this order may be filed in the Small Claims Court and 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: February 28, 2014

Residential Tenancy Branch

