



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This is an application for a Monetary Order in the amount of \$1634.18, and a request to retain the full security deposit towards the claim.

Some documentary evidence and written arguments have 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

Has the applicant established a monetary claim in the amount of \$1634.18?

Does the applicant have the right to retain the security deposit towards the claim?

### Background and Evidence

The applicant testified that:

- This tenancy began on May 1, 2013 with the monthly rent of \$1250.00 and a security deposit of \$625.00 was paid.
- The parties signed the tenancy agreement that states that the tenant is to share the cost of utilities with the other tenant in the rental property.
- The total electrical utility during the tenancy was \$398.30, and therefore the tenant should have paid \$199.18 for her share.

- The total water utility during the tenancy was \$370.00, and therefore the tenant should have paid \$185.00.
- The tenant failed to pay any utilities during the tenancy.
- The tenant also failed to pay the July 2013 rent other than \$50.00 that was paid to her through an e-mail transfer.
- The tenant assured her that she was going to pay the remainder, however she never did.

The applicant is therefore requesting a Monetary Order as follows:

Electrical utilities outstanding	\$199.18
Water utilities outstanding	\$185.00
July 2013 rent outstanding	\$1200.00
Filing fee	\$50.00
Total	\$1634.18

The respondent testified that:

- She did sign the tenancy agreement that states that she was to share the cost of the utilities with the tenant in the lower suite, however the landlord never supplied her with any invoices or requested that she pay any utilities.
- She did pay the July 2013 rent in full, however the landlords never gives receipts.
- She paid \$1200.00 in cash to the landlords on July 3, 2013, and she has provided a copy of her account activity that shows two withdrawals, one of \$800.00, and one of \$400.00, for a total of \$1200.00.
- She also did any e-transfer of \$50.00 into the landlord's accountant on July 4, 2013.
- She therefore believes that the landlord's full claim should be dismissed, especially since she already has an order for the landlord to return the security deposit.

### Analysis

It is my finding that it was the tenant's responsibility to pay one half of the utilities at the rental property, and I have reviewed the utility bills and I find that the amounts claimed by the landlord are accurate.

I therefore allow the landlords claim for the outstanding electrical and water utilities.

I also allow the landlords claim for \$1200.00 in outstanding rent for the month of July 2013, as it is my finding that the tenant has not met the burden of proving that she paid \$1200.00 cash to the landlord.

The tenant claims that she withdrew cash from her bank account and paid \$1200.00 to the landlords on July 3, 2013, however the bank records she has provided shows that cash was withdrawn on July 4, 2013, and I therefore find it unlikely that she paid any cash to the landlords on July 3, 2013, especially since the landlords deny receiving any cash from the tenant for July 2013 rent.

Since I have allowed the landlords claim, I also order recovery of the filing fee.

### Conclusion

I have allowed the landlords full claim and have issued a Monetary Order in the amount of \$1634.18.

I make no Order allowing the landlord to keep the security deposit towards this claim however, because the security deposit has already been Ordered returned to the tenant in a previous hearing.

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: March 20, 2014

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Residential Tenancy Branch

