



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNR, OPR, OPC, OPB, MNR, FF, O

Introduction

In the first application the tenants seek to cancel a ten day Notice to End Tenancy and for a monetary award for compensation for Hydro payments unreimbursed by the landlords.

In the second application the landlords seek an order of possession for unpaid rent, for cause and for breach of an agreement. They also seek a monetary award for unpaid rent or rent loss for the months September, October and November 2014.

By the time of hearing Mr. C.S., the sole remaining tenant in occupation, had decided to relocate and it was agreed that he will vacate the premises by one o'clock in the afternoon on October 31, 2014 and the landlords will have an order of possession for then.

Issue(s) to be Decided

What, if anything, is the tenant entitled to recover for Hydro costs? What are the landlords owed for rent or rent loss?

Background and Evidence

The rental unit is the two bedroom plus den upper portion of a house. The landlords rent the lower portion to others.

The tenancy started in June 2013 for a one year fixed term and then month to month after that. The rent is \$1395.00 per month, due on the first, though it appears the tenant made an arrangement to pay the monthly rent bi-weekly.

It is agreed that though the tenant may have tendered bi-weekly payments in September 2014, the landlords have not received money for September or October.

As part of the tenancy the tenants were required to put the Hydro account in their name. There is one Hydro meter serving both premises. The landlords were to compensate the tenants for one-half the Hydro usage so as to account for the usage in the suite below.

In December or January 2014, the tenant Ms. L.T. vacated the premises. The landlords were aware of it. The tenancy agreement was not changed. Mr. C.S. put the Hydro for the landlords' house into his name at that time. It is not clear that Ms. L.F. is aware of this proceeding, though Mr. C.S. has included her name as an applicant on the application for dispute resolution that he signed. She is named as a respondent on the landlord's application.

The tenant says he's paid \$3518.00 to Hydro since December 2013 (not including a security deposit Hydro required), that half of that amount is \$1759.00 (miscalculated as \$1769.00 by the tenant during the hearing) and that the landlords have only paid him \$555.00. Thus he considers that they still owe him \$1204.00.

The landlords calculate that they owe the tenant \$176.02 as an adjustment on a Hydro bill dated May 29, 2014 and \$36.73 on a Hydro bill dated August 22, 2014 for a total of \$212.75.

All agree that there may be an additional bill coming from Hydro and the tenant will be required to be compensated for it as well.

Analysis

I prefer the landlords' evidence about the Hydro compensation. The landlords produce actual bills and produced "Hydro Calculation" documents that appear to have been made concurrently with the bills and are in the nature of records kept in the ordinary course of business.

I find that the tenant is entitled to credit for \$212.75 in Hydro reimbursement.

Despite what monies might have been tendered, the landlords are entitled to recover the rent amounts for September and October, 2014. I award them \$2790.00 in that regard.

I decline to grant an award for loss of any November rental income. It is too soon for that in my view. However, I grant the landlords leave to re-apply should they suffer such a loss.

Conclusion

The landlords will have an order of possession as described above.

The landlords will have a monetary award of \$2790.00, less the tenant credit of \$212.75 leaving a balance of \$2577.50. I authorize the landlords to retain the \$697.50 security deposit in reduction of the amount awarded leaving a balance of \$1879.75.

I offset each side's filing fee.

The landlords will have a monetary order against the tenant Mr. C.S. in the amount of \$1879.75.

The landlords have not filed proof of service of their application on Ms. L.T. and so no monetary order will issue against her. If she has in fact been served with the landlords' application, they may apply for a "correction" of this decision and file proof of service. If it is satisfactory proof I will then issue a monetary order against her jointly and severally with Mr. C.S.

In closing I wish to direct the parties to Residential Tenancy Policy Guideline 1 "Landlord & Tenant: Responsibility for Residential Premises" under the heading "Shared Utility Service" for their future use.

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 28, 2014

Residential Tenancy Branch