



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, O, RR

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenancy began on or about March 1, 2014. Rent in the amount of \$2700.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1350.00 as well a pet deposit of \$1350.00.

The tenant gave the following testimony:

The tenant stated that as of today's hearing he was seeking the recovery of the \$50.00 filing fee, \$61.05 for water costs that he says the landlord should be paying and an order that all future water bills be proportioned fairly between him and the landlord. The tenant stated that the automatic watering system that is hooked to his water supply is the one used to water the trees, grass and shrubs in the common area. The tenant stated that he was not informed of this when the tenancy agreement was signed. The tenant stated that water and utilities are not included in the rent but he does not feel he should have to pay for the common area. The tenant stated that he estimates that he uses about half of what he's been billed for.

The landlord gave the following testimony:

The landlord stated that the area the tenant is referring to is not a common area and that it is the subject tenants own exclusive area. The landlord stated that there is no way of calculating what the automatic watering system uses and what the tenant uses. The landlord stated that the property has three units on them each with their own water meter and each with their own automatic watering system. The landlord stated this was done specifically as each strata lot has sole exclusive use of that area. The landlord stated that the watering system has been turned off and won't be used again.

Analysis

As the tenant is the applicant in this matter he bears the responsibility of proving his claim. The tenant stated he gave his best estimate or guess to the amount of water he uses; not a sufficiently accurate means of quantifying an amount when seeking a monetary order. The tenancy agreement clearly shows that the water costs were not included in the rent and with that, the tenant is responsible for the areas that are of his own exclusive use. The landlord provided documentation that the subject unit does in fact have exclusive use to the area in question and that it is not a common area. I am satisfied that this is not a common area as alleged by the tenant. In addition, the landlord stated that the automatic watering system has now been turned off and will no longer be an issue. Based on the evidence before me I must dismiss the tenants' application in its entirety.

Conclusion

The tenants' application is dismissed in its entirety.

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: November 18, 2014

Residential Tenancy Branch

