



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting retention of the security deposit in satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail the tenants did not appear.

Issue(s) to be Decided

- Is the landlord entitled to a monetary order and, if so, in what amount?
- What order should be made with respect to the security deposit?

Background and Evidence

This one year fixed term tenancy commenced December 1, 2014 and ended on February 28, 2014. The monthly rent of \$950.00 was due on the first day of the month. The tenants paid a security deposit of \$475.00.

There was a written tenancy agreement. The agreement specifies that the electricity and heat are not included in the rent.

The rental unit is a basement suite. The upper level of the house is also rented out.

The hydro meter is located in the upstairs unit and the hydro account is in the name of the upstairs tenant. There is a usage meter in the downstairs unit. The usual procedure is that every month the downstairs tenant take a meter reading; their usage is separated from that of the upstairs tenant; the hydro costs of each are calculated based upon the actual usage of each tenant; and the downstairs tenant pays their share to the upstairs tenant.

The tenants did not pay their portion of the hydro bill for the period December 1, 2014 to February 28, 2015; a total of \$353.22. The landlord has paid the upstairs tenant

\$240.00 towards the hydro account and has a legal obligation to pay the upstairs tenant the balance.

The tenants left their forwarding address in writing in the rental unit on February 28, 2015. The landlord filed this application for dispute resolution on March 3.

Analysis

I find that the landlord has established a total monetary claim of \$403.22 comprised of the unpaid hydro bill of \$ 353.22 and the fee paid by the landlord for this application of \$50.00. Pursuant to section 72(2) of the *Residential Tenancy Act* I order that the landlord retain this amount from the security deposit in full satisfaction of the claim. The balance must be paid to the tenants and pursuant to section 67 I grant the tenants a monetary order in the amount of \$71.78. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that court.

Conclusion

Monetary orders in favour of the landlord and the tenants have been made.

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: May 18, 2015

Residential Tenancy Branch

