



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on April 14, 2015. With respect to each of the applicant's claims I find as follows:

### Preliminary Matter:

The evidence filed by the tenant made a claim for aggravated damages. Policy Guideline 16 includes the following statement: "Aggravated damages are rarely awarded and must specifically be sought."

I ordered that the claim for aggravated damages be dismissed as it was not specifically sought in the Application for Dispute Resolution.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?

- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy started on October 7, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$1350 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$675 at the start of the tenancy.

The tenancy ended on May 31, 2013. The security deposit has been dealt with by the parties.

The tenant seeks a monetary order in the sum of \$621.21 for money she unknowingly paid for electricity. The landlord acknowledges that the tenant paid an additional sum as he inadvertently allowed her to be charged for the laundry area which was his responsibility. He testified however that as soon as he recognized his mistake he apologized, reimbursed the tenant \$250 and thereafter reimbursed the tenant for the amount she showed up on the sub meter. He testified the amount of reimbursement far exceeded the extra amount she paid. Each side disputes the other's calculations. The agent for the tenant submitted the landlord is not to be trusted and there is no evidence that the meter for the tenant's rental unit did not include other parts to the duplex. The landlord presented evidence to the contrary which is disputed by the evidence.

Both parties presented a significant amount of evidence and it was not possible to complete the hearing within the time scheduled. Both parties strongly dispute the evidence and testimony of the other. However at the end of the time period scheduled the parties reached a settlement of this disputed claim.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement as follows:

- a. The landlord shall pay to the tenant the sum of \$225.

- b. This is a full and final settlement and each party releases and discharges the other from all further claims.

**As a result of the settlement I ordered that the landlord pay to the tenant the sum of \$225.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: June 04, 2015

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Residential Tenancy Branch

