



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order permitting them to retain part of the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered letter on April 13, 2015, the tenant did not participate in the conference call hearing.

Issue to be Decided

Should the landlord be authorized to retain part of the security deposit?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in January 2014 and ended on March 31, 2015. The tenancy agreement provides that water and garbage collection are not included in the rent. The landlord testified that as the residential property has 2 rental units, the tenant was required to pay $\frac{1}{2}$ of the garbage collection charges and $\frac{2}{5}$ of the water charges as the tenant had 2 people in her household whereas there were 3 parties in the other household. The landlord presented water and sewer bills to the tenant early in the tenancy, but the tenant refused to pay those bills. At the end of the tenancy, the landlord presented the bills for the entire duration of the tenancy and the tenant again refused to pay.

The landlord presented evidence showing that the tenant's portion of the garbage collection charges totaled \$244.96 over the duration of the tenancy and the water consumption charges totaled \$187.20. The landlord seeks to recover these charges as well as the \$50.00 filing fee paid to bring this application.

Analysis

I accept the undisputed evidence of the landlord and I find that the tenant was obligated to pay for both garbage collection and water use. I find that the tenant owes \$244.96 for the former and \$187.20 for the latter and I find that the landlord is entitled to recover these costs. I award the landlord \$432.16.

As the landlord has been successful in her claim, I find she should recover the filing fee and I award her \$50.00 for a total award of \$482.16. I order the landlord to retain this sum from the \$640.00 security deposit and I order the landlord to return the \$157.84 balance of the security deposit to the tenant forthwith. I grant the tenant a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord will retain \$482.16 from the security deposit and the tenant is granted a monetary order for the balance of \$157.84.

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: September 16, 2015

Residential Tenancy Branch

