



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities, for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord company attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on September 28, 2015, no one for the tenants attended the call. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenants were served on that date and in that manner. Copies of 2 Registered Domestic Customer Receipts addressed to each of the tenants has been provided as well as a cash register receipt from Canada Post bearing that date, and I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing the landlord withdrew the application for an Order of Possession.

### Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenants for unpaid utilities?

- Should the landlord be permitted to keep a portion of the security deposit in full satisfaction of the claim?

### Background and Evidence

The landlord's agent testified that this fixed term tenancy began on March 3, 2015 and expires on March 31, 2016, thereafter reverting to a month-to-month tenancy. The tenants still reside in the rental unit. Rent in the amount of \$970.00 per month is payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$485.00 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The tenancy agreement does not include hydro, and the tenants failed to pay the hydro bill, so BC Hydro sent the bill to the landlord, a copy of which has also been provided. The billing date is June 19, 2015 and covers the period of April 21 to June 17. It shows a past due amount of \$232.44, a credit of \$168.02 and a balance owing of \$229.92. The landlord paid the balance of \$229.92 and seeks to keep that much of the security deposit. The tenants are aware of the bill but have told the landlord's agents that they are unable to attend to the landlord's office to pay it due to the hours that the office is open. No further bills have been received for hydro by the landlord, and the landlord's agent assumes that the tenants have transferred the hydro account directly to the tenants.

### Analysis

I have reviewed the tenancy agreement and the hydro bill, and in the absence of any evidence to the contrary, I am satisfied that the landlord has established a claim in the amount of \$229.92.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I order the landlord to keep \$279.92 of the \$485.00 security deposit in full satisfaction of the claim.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order the landlord to keep \$279.92 of the \$485.00 security deposit in full satisfaction of the landlord's claim.

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 25, 2015

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Residential Tenancy Branch

