



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

FINAL DECISION

Dispute Codes MND, MNR, MNSD, MNDC, SS, FF

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both landlords and the tenant.

This hearing was originally convened on February 18, 2016 with an Interim Decision issued on March 8, 2016. This final decision must be read in conjunction with the Interim Decision.

I note in the Interim Decision of March 8, 2016 I inadvertently indicated that I would allow the landlords' claim for the security deposit at this hearing. However, upon further review I have determined that the Decision dated January 8, 2015 already granted the landlords the right to retain the security deposit. As such, I find this part of the landlord's current Application is *res judicata* and I amend the landlord's Application to exclude the matter of the security deposit.

Res judicata is the doctrine that an issue has been definitively settled by a judicial decision. The three elements of this doctrine, according to Black's Law Dictionary, 7th Edition, are: an earlier decision has been made on the issue; a final judgment on the merits has been made; and the involvement of the same parties.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid utilities and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the Act.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on December 26, 2013 for a month to month tenancy beginning on January 15, 2014 for the monthly rent of \$1,100.00 due on the 31st of each month with a security

deposit of \$500.00 paid. The tenancy agreement also stipulated that the tenants were responsible for 60% of the utility costs. The landlord testified the tenants vacated the rental unit on November 22, 2014.

The landlord testified that on November 24, 2014 she received a hydro bill in the amount of \$231.29 for service for the period of September 18 to November 18, 2014. The landlord's did not include this as part of their original claim as they had received the bill too late to pursue in their first Application for Dispute Resolution. The landlords seek 60% of the amount of the bill or \$138.77.

The tenant indicated he had no response to the landlord's claim.

Analysis

Based on the landlord's undisputed claim, I find the landlord has established the tenant's had not paid 60% of the total hydro utility for the period of September 18 to November 18, 2014 as per their tenancy agreement. As such, I find the landlord is entitled to recover this amount.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$163.77** comprised of \$138.77 hydro owed and \$25.00 of the \$50.00 fee paid by the landlords for this application, as they were only partially successful in their claim.

This order must be served on the tenant. If the tenant fails to comply with this order the landlords may file the order in the Provincial Court (Small Claims) and be 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: April 22, 2016

Residential Tenancy Branch