



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNSD

### Introduction

This is an application brought by the tenant requesting a Monetary Order in the amount of \$2675.02 and a request for recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that the landlord has not returned her security deposit or pet deposit, and therefore she believes that the landlord should return double of each of those deposits.

The applicant further testified that before applying for dispute resolution she had not given the landlord a forwarding address in writing; however the forwarding address was included on the application for dispute resolution.

The applicant further testified that, although she had been paying 1/3 of utilities throughout the tenancy it was her belief that the landlord had agreed to pay 50% of the final utility bills, because the other tenants in the rental property had been leaving lights on frequently and using a lot of utilities.

The applicant is therefore requesting a Monetary Order as follows:

Double the \$600.00 security deposit	\$1200.00
Double the \$500.00 pet deposit	\$1000.00
50% of the \$628.72 Hydro utility	\$314.36
50% of the \$321.31 gas utility	\$160.66
Filing fee	\$100.00
Total	\$2775.02

The landlord testified that he did not receive a forwarding address in writing from the tenant prior to her applying for dispute resolution.

The landlords further testified that he never agreed to pay 50% of the final utility bills, he has always paid one third of utility bills, and that was the agreement throughout the whole term of the tenancy.

In response to the landlords testimony the tenant testified that, throughout the term of the tenancy the landlord had paid one third of utility bills; however again it was her understanding that he had agreed to pay 50% of the final utility bills.

### Analysis

The tenant has applied for the return of double the security/pet deposit; however the tenant did not give the landlord a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for arbitration.

Therefore at the time that the tenant applied for dispute resolution, the landlord was under no obligation to return the security/pet deposit and therefore this application is premature.

I therefore dismiss this portion of the claim with leave to re-apply.

At the hearing the tenant stated that the address on the application for dispute resolution is her present forwarding address; therefore the landlord is now considered to have received the forwarding address in writing, as of today July 25, 2016.

It is my finding that the tenant has not met the burden of proving that the landlord ever agreed to pay 50% of the final utility bills. The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

Both the landlord and the tenant agree that throughout the tenancy the landlord has paid 1/3 of utility bills and therefore it is my finding that the landlord is liable for 1/3 of the final utility bills as well.

Therefore pursuant to section 67 of the Residential Tenancy Act it is my decision that the landlord must pay the following to the tenant:

1/3 of the final \$628.72 Hydro Bill	\$209.57
1/3 of the final \$321.31 gas Bill	\$107.10
Total	\$316.67

I will not allow the tenants request for recovery of the filing fee because I have only allowed a small portion of the tenants claim.

### Conclusion

Pursuant to section 67 of the Residential Tenancy Act, I have issued a Monetary Order for the respondent to pay \$316.67 to the applicant.

The remainder of the utility claim is dismissed without leave to reapply.

The tenants claims for return of her security deposit and pet deposit are dismissed with leave to reapply.

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: July 25, 2016

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Residential Tenancy Branch