



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid utilities; and, authorization to retain the security deposit. The tenants did not appear at the hearing. The landlord provided registered mail receipts, including tracking numbers, as proof the hearing packages were sent to each tenant within three days of filing. The address used for service was the forwarding address provided by the tenants and the landlord included a copy of the letter received from the tenants with their forwarding address. I was satisfied the landlord served the tenants with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord without the tenants present.

### Issue(s) to be Decided

1. Is the landlord entitled to the amount claimed for unpaid utilities and other losses?
2. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The tenancy started November 15, 2014. Rent of \$1,650.00 was payable on the first day of every month. The tenants paid a security deposit of \$825.00. The tenants moved out of the residential property on December 1, 2015. The tenancy agreement was provided as evidence and indicates that rent did not include any utilities.

The landlord submitted that the tenants were required to pay for water, sewer and garbage services used during their tenancy but they did not pay for these services. These services are provided by the City. Upon making enquiries with the City the landlord determined that the charges for these services had accumulated to \$1,224.12 for the period of December 2014 through September 2015. The landlord seeks to

recover this amount from the tenants. The landlord provided a print out from the City showing the charges for water, sewer and garbage for this time period. I noted that the first charge is for December 2014 and it is a quarterly billing and may include a month prior to the start of the tenancy. The landlord responded by stating that the rental unit was vacant prior to the tenancy so any water consumed in October 2014 would be minimal but in any event the last charge sought is for the month of September 2015 so if anything he has under-charged the tenants. The landlord also provided a print out of several text messages exchanged between the parties during the tenancy.

In addition to the utility bills, the landlord requested recovery of \$70.88 he paid to have the text messages converted to a printable format so they could be included in evidence for this proceeding.

The landlord requested that I authorize him to retain the security deposit in partial satisfaction of the amount owed for utilities.

### Analysis

Upon review of the undisputed evidence before me, including the tenancy agreement, I accept the landlord's position that the tenants are required to pay for utilities during their tenancy. Accordingly, I also accept that the charges for water, sewer and garbage are the tenants' responsibility and that they failed to pay for these services during their tenancy. Therefore, I find the landlord entitled to recover the amount claimed of \$1,224.12 from the tenants.

Costs incurred to prepare for and participate in a dispute resolution proceeding are not recoverable with the exception of the filing fee as provided under section 72 of the Act. Accordingly, I deny the landlords request to recover the cost incurred to provide the text message evidence for this proceeding. However, given the landlord's claim for unpaid utilities was successful I grant the landlord recovery of the \$50.00 filing fee from the tenants.

I authorize the landlord to retain that tenant's security deposit in partial satisfaction of the unpaid utilities and I provide the landlord with a Monetary Order for the balance owing to the landlord to serve and enforce upon the tenants, calculated as follows:

Unpaid utilities	\$1,224.12
Filing fee	50.00
Less: security deposit	<u>(825.00)</u>
Monetary Order	\$ 449.12

### Conclusion

The landlord has been authorized to retain the tenants' security deposit and has been provided a Monetary Order for the balance of \$449.12 to serve and enforce upon the tenants.

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: August 12, 2016

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Residential Tenancy Branch