



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Amos Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

Introduction

This is an application brought by the Landlord requesting a monetary order for \$1434.16, recovery of the \$100.00 filing fee, and requesting an order to retain the full security deposit of \$475.00 towards the claim.

A substantial amount of documentary 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 respondents, and, if so, in what amount.

Background and Evidence

The parties agree that this tenancy began on June 15, 2015 with a monthly rent of \$950.00, and that a security deposit of \$475.00 was paid on that same date.

The parties also agree that this tenancy ended at the end of August 2016.

The parties also agree that, on the tenancy agreement, it states that all utilities are the responsibility of the tenant.

The landlord testified that at the beginning of the tenancy the tenants agreed that they would go to City Hall and have the utilities put in their name, however, at the end of the tenancy it was discovered that the tenants had never done so, and since the owner had previously had utilities automatically deducted from his bank account, this had continued throughout the tenancy.

The landlord is therefore requesting an order that the tenants be held liable for the full outstanding utilities, which they were supposed to have paid, for a total of \$1323.91.

The landlord further testified that at the end of the tenancy there was some yard cleanup and lawn mowing, and as a result they hired someone to do that work at a cost of \$110.25.

The landlord is therefore requesting a total order of \$1434.16, and requests an order allowing him to keep the full security deposit towards that claim. He further requests that a monetary order be issued for the remaining \$959.16 plus the \$100.00 filing fee for a total order of \$1059.16.

The tenants testified that they had agreed to go to City Hall and arrange to have the utilities paid in their name, however they were informed, by City Hall, that the utilities are already being paid, and unless they wanted to have utilities paid double, there was nothing they needed to do.

The tenants further testified that it, therefore, came as quite a shock at the end of the tenancy when the landlord requested payment of the utilities, as they understood that utilities were being paid by the owner. The tenants therefore do not feel they should have to pay these utility costs as the City had advised them that the utilities were already being paid.

The tenants further stated that they do not dispute the landlords claim for \$110.25 per yard cleanup.

Analysis

It is my finding that the tenants are responsible for all utilities that accrued during their tenancy, even if the landlord had paid them at that time. I am not sure why someone at the City would have advised the tenants that they did not have to pay the utilities however the tenancy agreement clearly states that all utilities are the responsibility of the tenant.

It is my decision therefore that I will allow the landlords claim for outstanding utilities totaling \$1323.91.

The tenant stated that they do not dispute the landlords claim for yard cleanup of \$110.25, and I therefore also allow that portion of the claim.

Having allowed the landlords full claim, I also allow the landlords request for recovery of the \$100.00 filing fee

Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act, I have allowed a total claim of \$1534.16, and I therefore order pursuant to section 38 that the landlords may retain the full security deposit of \$475.00, and I have issued a monetary order in the amount of \$1059.16.

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: March 16, 2017

Residential Tenancy Branch