



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent or utilities - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord's evidence that each Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail in accordance with Section 89 of the Act. Postal evidence indicates that the Tenants accepted the mail. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord withdraws the claim for unpaid utilities as this has been paid by the Tenants.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on July 1, 2013 and ended April 1, 2017. The tenancy agreement requires the Tenants to pay for the utilities. At the outset of the tenancy the Landlord collected \$900.00 as a security deposit. The tenancy ended as a result of the Landlord

issuing a notice to end tenancy for landlord's use. The Landlords were to occupy the unit following the end of the tenancy. The Tenants left their forwarding address in writing on the move-out condition inspection report off April 1, 2017.

On March 14, 2017 when setting up the hydro and heat account in the Landlord's name the Landlord discovered that, without informing the Landlord, the Tenants had, at some point during the tenancy, denied the installation of a "smart meter" and as a result the hydro had been disconnected. The Landlord was informed that because of this disconnection the Landlord was required to carry out an electrical inspection before a meter could be installed and that the Landlord would have to pay the cost of installing a meter. On that same date the Landlord instructed their property management company to arrange for the electrical inspection. On March 22, 2017 the Landlord was informed by the property company called the Tenant and that the Tenant did not agree to the Landlord's entry. The Landlord then directed the property company to serve the Tenant with a notice for the entry. The Landlord is not sure if a notice of entry was provided however the electrical inspection was made on March 27, 2017. After completing the inspection the electrical company informed the Landlord that the meter installation could not occur until April 4, 2017.

The Landlord argues that the Tenants were provided with electric connection at the onset of the tenancy and should have ensured the same connection existed at the end of the tenancy. The Landlord argues that the Tenant's failure caused the Landlord to incur \$288.75 as the costs of an inspection and \$105.00 as the cost of the installation of the electrical meter. The Landlord claims these costs.

The Landlord argues that since the Tenant did not allow the Landlord earlier entry the Landlord was not able to get the inspection done in time for the electricity to be connected and that the Landlord had to stay in a hotel and eat meals at a restaurant. The Landlord claims the costs of \$480.00 for the hotels and an estimated \$240.00 for the meals for 4 days and nights.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. Accepting that the Tenants were provided with an electrical meter and electricity at the onset of the tenancy and given that the Tenants did not leave the unit with a meter and connected electricity I find that the Landlord has substantiated the costs of the inspection and meter installation to have the electricity reconnected. The Landlord is therefore entitled to the costs claimed of **\$288.75** and **\$105.00**.

Section 29 of the Act provides that a landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless, inter alia, the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
  - (i) the purpose for entering, which must be reasonable;
  - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees.

Nothing in the Act requires a tenant to give permission without a written notice. As there is no evidence that the Tenant failed to allow the Landlord entry after receiving a notice of entry, I find that the Landlord has not substantiated that the Tenant breached

or failed to comply with any part of the Act or tenancy agreement by not allowing entry without such written notice. I therefore dismiss the Landlord's claim for hotel and meal costs.

As the Landlord's application has had merit I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$493.75**. Deducting this entitlement from the security deposit plus zero interest leaves **\$406.25** to be returned to the Tenants forthwith.

### Conclusion

I Order the Landlord to retain the amount of **\$493.75** from the security deposit plus interest in the amount of \$900.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$406.25**. If necessary, this order may be filed in the Small Claims Court and 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: September 13, 2017

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Residential Tenancy Branch