



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, OLC, PSF, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (“the Act”).

The Landlords filed an Application requesting a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee.

The Tenants filed an Application for money owed or compensation for damage or loss; for the Landlord to comply with the Act; for the Landlord to provide services and facilities; and to recover the cost of the filing fee.

The Landlords appeared at the hearing; however, the Tenants did not. The Landlord provided affirmed testimony that she served the Tenants with the Notice of Dispute Resolution Proceeding in person on March 1, 2018. I find that the Tenants were served with notice of the hearing in accordance with the Act and they failed to attend the hearing.

The Landlords provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

On February 1, 2018, the Tenants applied for Dispute Resolution. The matter was set for hearing by telephone conference call at 1:30 pm on this date. The line remained open while the phone system was monitored for fifteen minutes and the Tenants did not call into the hearing during this time. Therefore, as the Applicants did not attend the hearing by 1:45 pm, I dismiss the claim without leave to reapply.

Issues to be Decided

- Is the Landlord entitled to the monetary relief sought?
- Is the Landlord entitled to keep the security deposit in partial satisfaction of the claim?

Background and Evidence

The Landlords testified that the tenancy began in October 2017, as a 6 month fixed term tenancy. Rent in the amount of \$1,050.00 was due by the first day of each month. The Tenants paid the Landlord a security deposit of \$600.00.

The Landlord testified that the Tenants are required under the tenancy agreement to pay for 1/3 of the utility costs. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenants paid the amount owing for unpaid rent prior to the hearing. The Landlords remaining claim is for \$245.02 that the Tenants owe for unpaid hydro and gas utility.

The Landlord is seeking to retain the amount of \$245.02 from the security deposit of \$600.00. The Landlord testified that they returned the balance of the deposit to the Tenants in the amount of \$354.98 prior to the hearing.

The Landlord is seeking to recover the \$100.00 filing fee.

Analysis

Based on all of the above, the evidence and testimony of the Landlords, and on a balance of probabilities, I find as follows:

I find that the tenancy agreement requires the Tenants to pay 1/3 of utility costs. I accept the Landlords affirmed testimony that the Tenants owe \$245.02 for utility costs.

I authorize the Landlords to withhold the amount of \$245.03 from the security deposit.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlords were successful with their application, I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution. I grant the Landlord a monetary order in the amount of \$100.00. This order must be served on the Tenants and may be enforced in Provincial Court.

Conclusion

The Tenants failed to attend the hearing. The Landlord is authorized to keep \$245.02 for utility costs from the \$600.00 security deposit.

The Landlords are granted a monetary order in the amount of \$100.00 for the cost of the filing fee.

The Tenants' application is dismissed without 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: September 14, 2018

Residential Tenancy Branch