



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, MNDCT, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"):

- to cancel a 10 Day Notice to End Tenancy for Unpaid Rent dated April 16, 2019 ("10 Day Notice");
- for an order that the Landlord comply with the Act, regulation, and/or tenancy agreement;
- for a monetary claim of \$350.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and
- to recover the cost of their filing fee.

The Tenants and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the decision would be emailed to both Parties.

Early in the hearing, the Parties advised that the tenancy ended when the Tenants moved out on May 1, 2019. As such, the Tenants confirmed that they were no longer seeking to cancel the 10 Day Notice or for an order that the Landlord comply with the Act. The Tenant, L.M., advised that they still claim that the Landlord owes them half of the utilities bill for February 13, 2019 to April 12, 2019 in the amount of \$350.00. The Tenants also applied to recover the \$100.00 filing fee for this Application.

Issue(s) to be Decided

- Are the Tenants entitled to a monetary order, and if so, in what amount?
- Are the Tenants entitled to recover the \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the fixed term tenancy agreement was to run from January 15, 2019 to January 15, 2020, with a monthly rent of \$1,900.00 payable on the 15th day of each month. The Parties agreed that the Tenants paid the Landlord a security deposit of \$950.00 and a pet damage deposit of \$950.00.

The Landlord advised that she lived in a recreational vehicle ("R.V.") on the back half of the property. The Tenants said that before they moved in they confirmed with the Landlord that there were two separate utilities meters. The Tenants put the account in one of their names and when they received the first bill in mid-February, they found it to be "an absurdly high amount" of approximately \$500.00. The Tenants said they used a wood fire place as their only source of heat, so they did not understand how the bill could be so high.

The Landlord said she had an electrician check the electricity connections at the residential property and he discovered that there were two accounts on the property, and that the Landlord was connected to the same meter as the Tenants. The Landlord said she unplugged the R.V. from the house connection and ran it off a generator, so

that she would not owe the Tenants anything for electricity.

The Landlord said that the Tenant, L.M., texted the Landlord to say that the Tenant had already paid the final utilities bill in full, so that the Landlord would owe the Tenants half of the bill. The Landlord said she found this contradicted the Tenants' other communications about the utilities bill and that it was difficult to figure out what was going on. In an undated text message submitted by the Tenants, they say the following:

Here is the [utilities] bill.

1200\$ for the two bills. Take the
amount of the last bill off. 700\$.
Your half is 350\$ you are required
to give that to us in full today. As
[Tenant] needs to pay the bill.
Thank you.

This indicates that the Tenants had not paid the bill in full yet.

The Landlord also submitted the following note from the Tenants:

April 17th. 2019.

Please see attached the [utilities] bill from February 12 April 12 of the amount of 700.33.

As promised you will pay half in full.

[Tenant] tried to make contact with you all day and if we do not receive anything from you by 8 pm on April 17th we will be taking the next step.

[Tenants]

The Tenant said that the problem arose with the second electricity bill, which was \$700.33 – much higher than the first bill. The Tenants said the Landlord told them she would not pay her half until they paid their rent owing. The Tenants agreed that they had not paid their rent for April 2019. They said they asked the Landlord to use their security and pet damage deposits to cover the rent, because they could not afford to pay the rent there as well as at a new place.

The Tenant said that the electricity bill arrived the day before the hearing and it showed that they still owed approximately \$1,300.00. The Tenants said that this account is now

closed and there have not been any payments made on the account, since they made their last payment.

The Landlord said that on April 25, 2019, she paid her half of the \$700.33 bill at a bank for the period from February 13 to April 12, 2019. She said she uploaded a copy of the bank receipt showing a \$350.00 payment to the same account number that is on the Tenants' electricity bill.

The Tenants did not submit any documentary evidence demonstrating that the Landlord has not paid her share of this bill, but they said they could forward a copy of their final account statement that they received the day prior to the hearing. I advised that it is too late to submit this evidence, as the other Party did not have advance notice of it to prepare her response in the hearing.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

The Tenants claim \$350.00 from the Landlord for half of the tenancy's last utilities bill between the Parties. The Parties agree that the bill in question is for \$700.33. The Landlord provided evidence that she paid half of this bill on April 25, 2019, which is after the date of the Tenants' April 17, 2019 demand for the Landlord's share of the bill in question. The Tenants did not submit any documentary evidence establishing that this amount was not paid or that the Landlord owes them anything more from the utilities account.

When I consider the evidence before me, overall, I find that the Landlord does not owe the Tenants any money for the utilities bill, and I dismiss the Tenants' claim without leave to reapply.

Since the Tenants were unsuccessful in their Application, I decline to award them recovery of the Application filing fee.

Conclusion

The Tenants did not establish on a balance of probabilities that the Landlord owes them

money on the joint utilities account. I, therefore, dismiss their claim without leave to reapply.

This decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: June 25, 2019

Residential Tenancy Branch