



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coast Western Property Management
Inc. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$1,679.13 for damage or compensation under the Act for the Tenant, and to recover the \$100.00 cost of his Application filing fee.

The Tenant and an agent for the Landlord, S.K. ("Agent"), 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 it. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to 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 ("Rules"); 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 Tenant provided the Parties' email addresses in the Application and they confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in

the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order, and if so, in what amount?
- Is the Tenant entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the fixed term tenancy began on June 1, 2019 and was to run to May 28, 2020, although it ended when the Tenant(s) moved out on April 28, 2020. The tenancy agreement required the Tenant(s) to pay the Landlord a monthly rent of \$3,950.00, due on the last day of the prior month to which the rent applied. The Parties agreed that the Tenant(s) paid the Landlord a security deposit and no pet damage deposit; however, they said that this matter had been resolved at a prior hearing. They agreed that the claims in this hearing are the final issues between the Parties.

In the hearing, the Tenant explained his claim as being for two-thirds of the gas bill that he paid during the tenancy. He said that clause 9 of the tenancy agreement states that he is responsible for paying one-third of the bill, and that he was to collect the remainder from the upstairs tenants or the Landlord. The Tenant said that the Landlord never paid the two-thirds share of these bills.

The Agent said:

The issue was that he chose renewable natural gas – a more expensive option – with no permission from anyone. [RTB Policy] Guideline 5 says that he has a duty to minimize his loss. The Tenant was the responsible for choosing the most economical option for the tenants, not what was good for the environment.

Other suites' tenants were on tight budgets; this was not a choice or decision they made. However, he had requested that the renewable gas, be changed to normal natural gas during the tenancy.

The Tenant said:

The only instructions we received were in section 9 of the tenancy agreement to get natural gas service, with no further details. Signing up, it was the first time paying a bill on my own and opting in to burn fossil fuels. To soften the blow, I

decided along with my co-tenants that I would select the option to get some renewable natural gas. There was no expectation set up that I would get the cheapest possible service.

I provided an explanation and calculation – I calculated what the natural gas bill would have been if it had been the non-renewable. Luckily, the bills give information as to how to calculate this. I have a spreadsheet showing those calculations, and the total would come out to \$1500.66.

The Agent said:

This calculation addresses the Landlord's concern. We are willing to pay \$1,500.66. Even in a letter to the Tenant dated February 22, 2021 – we said we would be willing to pay based on the renewable not being charged.

In the end, the Parties came to an agreement on how much the Landlord would pay the Tenant to resolve this matter. I proposed that it would be appropriate in a case of an agreement like this for the Parties to share the Application filing fee, for which the Tenant had also claimed. As such, they agreed that the Landlord would pay the Tenant **\$1,550.66** to resolve the outstanding gas bill and the Application filing fee.

I award the Tenant with **\$1,500.66** from the Landlord for outstanding gas bill owing to the Tenant from the tenancy, pursuant to section 67 of the Act. I award the Tenant **\$50.00** from the Landlord for their share of the \$100.00 Application filing fee, pursuant to sections 67 and 72 of the Act.

I grant the Tenant a Monetary Order of **\$1,550.66** from the Landlord as a final resolution to the gas bill from the tenancy and for the Tenant's share of the Application filing fee, pursuant to section 67.

The Agent said that the Landlord will prepare a bank draft for the Tenant in this amount and send it to him at his address in this Application, as soon as possible – even before receiving this Decision from the RTB.

Conclusion

The Tenant is successful in his Application for compensation from the Landlord for the outstanding gas bill he paid during the tenancy in the agreed amount of **\$1,500.66**. The Tenant is also awarded **\$50.00** in recovery of half of the \$100.00 Application filing fee, as the Parties agreed on the fairness of this division.

The Tenant is granted a Monetary Order of **\$1,550.66** in complete satisfaction of the monetary awards of this Decision. This Order must be served on the Landlord by the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court, if necessary. Once the Landlord has paid the Tenant \$1,550.66, the Order will no longer be of any force or effect

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: December 03, 2021

Residential Tenancy Branch