



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, LRSD, FFL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords seeking a monetary order for unpaid rent or utilities, an order permitting the landlords to keep all or part of the security deposit or pet damage deposit, and to recover the filing fee from the tenants for the cost of the application.

Both named landlords and one of the tenants attended the hearing, and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

Although the tenant did not indicate that the tenant also represented the other named tenant, the landlords have provided copies of 2 Canada Post Registered Domestic Customer Receipts and 2 Proof of Service documents indicating that both tenants were served individually by registered mail on November 16, 2023. The mail was sent to the address of the rental unit, and the landlord testified that the tenants were served with the Notice of Dispute Resolution Proceeding and other required documents prior to the tenancy ending. I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

The tenants have not provided any evidentiary material, and the tenant agrees that the landlords' evidence has been received by the tenant. Therefore, all evidence provided has been reviewed, and the evidence I find relevant to the application is considered in this Decision.

Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenants for unpaid rent or utilities?
- Should the landlords be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The first landlord (JS) testified that this fixed-term tenancy began on June 15, 2021 and reverted to a month-to-month tenancy after June 14, 2022, which ultimately ended on November 27, 2023. Rent in the amount of \$2,900.00 was payable on the 1st day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$1,450.00 which is still held in trust by the landlords, and no pet damage deposit was collected. A portion of the tenancy agreement has been provided for this hearing. No move-in or move-out condition inspection reports were completed, and the landlords have not received the tenants' forwarding address in writing.

The landlord further testified that the tenants failed to pay rent when it was due, and the landlords issued a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities, which was issued on November 10, 2023 and contained an effective date of vacancy of November 20, 2023 for unpaid rent in the amount of \$6,900.00 that was due on November 1, 2023. The tenants vacated the rental unit on November 27, 2023. The tenants did not pay the outstanding rent and the landlords claim \$6,900.00. A tenant ledger has also been provided for this hearing.

Utilities are not included in the rent, and the landlords have provided copies of 3 City utility bills, and claim \$2,373.21 for unpaid utilities. If City utilities remain unpaid, the City adds the amounts to the property taxes paid by the landlords.

The second landlord (SK) testified that the tenant said that the tenants would pay the utilities, but never did send any money to the landlords for the utilities.

The tenant testified that rental arrears have accumulated to \$6,900.00 over time and does not dispute the amount..

The tenant's son moved out and the tenant has separated from her spouse.

The tenant denies agreeing to pay the utilities and testified that the tenant has never had to pay utilities in a rental, and did not receive a copy of the tenancy agreement.

Analysis

Firstly, I have reviewed the tenancy agreement, which is clearly signed by a landlord and both tenants on June 6, 2021, and does not include utilities of any kind.

I have also reviewed the utility bills provided by the landlords which appear to be annual amounts added to the City tax account. The first is dated November 2, 2021 and sets out amounts for Basic Water and Basic Sewer, Metered Water and Metered Sewer, Curbside Collection and Interest of \$.97. It runs from July 18, 2021 to October 21, 2021, and the total payable is \$371.02. The second is dated January 24, 2023 for the same services, for a total of \$250.03 from October 18, 2022 to January 18, 2023 with no interest added. The third is dated October 17, 2023 and runs from July 14, 2023 to October 23, 2023. It contains the same services, as well as interest of \$9.68. The total amount of the bill is \$1,043.50, which includes a "Previous Amount" of \$765.12. I have also calculated the difference between the total bill and the "Previous Amount" which amounts to \$278.38. In adding the bills, I find that the total amounts to \$1,664.55, including the "Previous Amount," not \$2,373.21 as claimed.

The tenancy agreement shows that the tenancy commenced on June 15, 2021, and I accept the undisputed testimony of the landlord that the tenants vacated on November 27, 2023, and therefore are responsible for the utility bills provided by the landlord for services during the tenancy. However, I question the "Previous Amount" of \$765.12, and the landlords had no explanation. Therefore I find that the landlords have established a claim of **\$899.43** for unpaid utilities.

The tenant does not dispute the **\$6,900.00** claim for unpaid rent. I have also reviewed the tenant ledger provided by the landlords and I am satisfied that the landlords have established that claim.

Since the landlords have been successful with the application the landlords are also entitled to recovery of the **\$100.00** filing fee from the tenants.

Having found that the tenants owe \$6,900.00 for unpaid rent, \$899.43 for utilities and recovery of the \$100.00 filing fee, I order that the landlords keep the \$1,450.00 security deposit in partial satisfaction, and I grant a monetary order in favour of the landlords as against the tenants for the difference of \$6,449.43. The tenants must be served with the order, which may be filed for enforcement in the Provincial Court of British Columbia, Small Claims division as an order of that Court.

Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$1,450.00 security deposit and I grant a monetary order in favour of the landlords as against the

tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$6,449.43.

This order is final and binding and may be enforced.

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: December 29, 2023

Residential Tenancy Branch