



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDCT / MNRL-S, LRSD, FFL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Tenant's July 2, 2025 Application for Dispute Resolution under the Act is for:

- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67
- An authorization to recover the filing fee for this application, under section 72

The Landlord's July 31, 2025 Application for Dispute Resolution under the Act is for:

- A Monetary Order for unpaid rent and/or utilities, pursuant to section 67
- An authorization to retain all or a portion of the security deposit, under section 38
- An authorization to recover the filing fee for this application, under section 72

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Landlord acknowledges service of the Tenant's Proceeding Package and is duly served in accordance with the Act.

The Landlord has provided a Canada Post tracking number for the Proceeding Package, which was sent to the Tenant on August 1, 2025, and signed for delivery on August 5, 2025. The Landlord states that the Proceeding Package was also sent to the Tenant via email. I conclude that the Tenant has been duly served in accordance with the Act.

Preliminary Matters

Should the hearing proceed without the Tenant?

The Landlord and I were in the teleconference for a total of 34 minutes, until 10:04 AM. I checked the internal case management system the day of the hearing for any record of contact from the Tenant. Rule of Procedure 7.8 requires the Tenant to have a representative attend the hearing and ask for an adjournment if they require one.

The Landlord was ready to proceed. In the absence of any contact from the Tenant to request an adjournment, I proceeded with the hearing as permitted by Rule 7.3.

Onus of proof on Tenant's application

The onus is on the Tenant to validate their monetary claims of loss relating to:

- \$3,000.00 for constructive eviction, retaliatory conduct, failure to accommodate medical needs, loss of quiet enjoyment, and the failure to provide safe and livable housing conditions;

Separately, the Tenant has also claimed their \$600.00 security deposit, requesting it to be returned, as well as an authorization to recover their filing fee in the sum of \$100.00 from the Landlord.

I note that the Tenant did not utilize the correct type of claim in their application for the return of their security deposit; the \$600.00 security deposit being held by the Landlord does not constitute a loss under the Act, regulation, or tenancy agreement. As a final note on this matter, I find that the security deposit is a moot issue because I accept the Landlord's uncontested testimony that they have already returned the security deposit as of the date of the hearing, and that they had done so within the required timelines.

As the Tenant has not attended the hearing to establish their claims, I am dismissing the Tenant's application in its entirety without leave to reapply.

Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

The Tenant did not submit any evidence for consideration in response to the Landlord's dispute file, nor was any of their evidence in their own dispute file directly relevant to the Landlord's claims.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent or utilities?

Is the Landlord authorized to retain any amount of the security deposit?

Is the Landlord authorized to recover their filing fee from the Tenant?

Background and Evidence

Based on the Landlord's undisputed evidence and testimony, this tenancy started on April 1, 2025, with a monthly rent of \$1,200.00 due on the first day of each month. Electricity, gas, and internet are not included in the rent. The tenancy ended on June 26, 2025, and the security deposit was returned to the Tenant on August 5, 2025, via e-transfer. The Landlord states that the rental unit involves a shared accommodation with 10 occupants on three floors, all of whom equally share costs for the aforementioned utilities that are not included in their rents.

The Landlord has provided a copy of an email sent to the Tenant on July 17, 2025, which was requesting the Tenant's share of costs toward the utilities (electricity, gas, and internet). The email included the bills as attachments, which have also been provided as evidence for this dispute. The email also included a table representing the Landlord's calculations of the Tenant's share of the costs:

Amount	Title	Date
184.39	Gas	Apr-25
242.49	Bc Hydro	May-25
88.45	Gas	May-25
128.8	April	Wifi
128.8	May	Wifi
128.8	June	Wifi
901.73	Per person	90.173

The Landlord states that the Tenant has still not paid their share of the costs, which is the cause of their application and these claims in the total sum of \$90.17.

The Landlord has provided a total of six utility bills:

- Electricity bill dated May 8, 2025, for consumption from March 8, 2025, to May 6, 2025, totaling \$242.49
- Gas bill dated April 7, 2025, for consumption from March 8, 2025, to April 7, 2025, totaling \$184.39
- Gas bill dated May 8, 2025, for consumption from April 8, 2025, to May 8, 2025, totaling \$88.45
- Internet bill dated April 1, 2025, for services from April 1 – 30, 2025, totaling \$128.80
- Internet bill dated May 1, 2025, for services from May 1 – 31, 2025, totaling \$128.80
- Internet bill dated June 1, 2025, for services from June 1 – 30, 2025, totaling \$128.80

Analysis

Security deposit

The Landlord's uncontested testimony asserts that the security deposit has been returned following their application for dispute resolution. As a result, the claim to keep a portion of it has been rendered moot. This claim is dismissed without leave to reapply.

Unpaid utilities

I find the Landlord's utility bills to be genuine and accurate, and I agree that these costs are not included in the rent. However, the Landlord has not pro-rated some of the bills to reflect the range and duration of the Tenant's tenancy. I have calculated these amounts below, pro-rating where appropriate and following the Landlord's formula of dividing the total cost by 10 – equally for each occupant:

Bill and date	Range	Applicable range	Bill amount	Pro-rated amount	Tenant's share
Electricity 2025-05-08	2025-03-08 2025-05-06	2025-04-01 2025-05-06	\$242.49	\$141.93**	\$14.19
Gas 2025-04-07	2025-03-08 2025-04-07	2025-04-01 2025-04-07	\$184.39	\$41.64 (22.58%)	\$4.16

Gas 2025-05-08	2025-04-08 2025-05-08	2025-04-08 2025-05-08	\$88.45	N/A	\$8.85
Internet 2025-04-01	2025-04-01 2025-04-30	2025-04-01 2025-04-30	\$128.80	N/A	\$12.88
Internet 2025-05-01	2025-05-01 2025-05-31	2025-05-01 2025-05-31	\$128.80	N/A	\$12.88
Internet 2025-06-01	2025-06-01 2025-06-30	2025-06-01 2025-06-26	\$128.80	\$111.63 (86.67%)	\$11.16
Total: \$64.12					

**this pro-rated amount was based on the detailed break-down of consumption on page 2 of the electricity bill, which shows actual consumption and discounts applicable for the period of April 1, 2025, to May 6, 2025.

Based on the undisputed evidence and testimony of the Landlord, in addition to my calculations above, I conclude that the Landlord has established part of their claims in the sum of \$64.12.

Filing fee

As the Landlord was successful in their application, they are authorized to recover the \$100.00 filing fee for this application from the Tenant.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$164.12** under the following terms:

Monetary Issue	Granted Amount
Unpaid utility portions	\$64.12
Filing fee	\$100.00
Total Amount	\$164.12

I grant a Monetary Order to the Landlord in the amount of \$165.48. The Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Small Claims Court of British

Columbia if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Tenant's application is dismissed in its entirety 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: August 29, 2025

Residential Tenancy Branch