



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

### Dispute Codes:

MNR, FF

### Introduction

This is an application for monetary compensation for utilities owed to the landlord by the tenant.

Both parties appeared and gave testimony.

### Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for utilities owed.

### Background and Evidence

The tenancy began with a written tenancy agreement on January 1, 2011. Rent was \$900.00 per month, not including utilities. The tenancy ended on March 1, 2011. The landlord testified that the tenant was required to put the utility accounts in the tenant's name and failed to do so. The landlord included a copy of the tenancy agreement signed by both parties confirming that utilities were not included in the tenant's rent. The landlord testified that, when the tenant vacated on March 1, 2011, the landlord was invoiced for utilities owed to the gas company in the amount of \$553.24 for the period from December 14, 2010 to February 15, 2011. The landlord submitted a copy of the invoice into evidence. The landlord is claiming reimbursement for the pro-rated amount of \$518.40.

The tenant did not dispute that she signed the agreement and that she did not pay the utilities. The tenant stated that she had made her own application for dispute resolution and a hearing was scheduled to be heard in October 2011.

### Analysis

With respect to the utility arrears, I find that section 46(6) of the Act states that unpaid utilities can be considered as rental arrears if a tenancy agreement requires the tenant to pay utility charges to the landlord, and the utilities remain unpaid more than 30 days after the tenant receives a written demand for payment. I find that in this case, the

tenant was required to make her own arrangements to have the utilities connected in her name and neglected to do so in violation of the agreement.

I find that, because there was a written term in the tenancy agreement that required the tenant to pay her own utilities, any charges for gas used by the tenant for her rental unit are the tenant's responsibility to pay.

Accordingly, I find that the tenant is required to reimburse the landlord in the amount of \$568.40, comprised of \$518.40 for the gas used and the \$50.00 cost of the application.

**Conclusion**

I hereby grant the Landlord an order under section 67 for \$568.40. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: July 22, 2011.

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Residential Tenancy Branch