



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend.

The landlord provided documentary evidence confirming that she served the tenant with the notice of hearing documents via registered mail on July 28, 2011. The documents confirmed the tenant received the documents on August 3, 2011. I accept the tenant has been sufficiently served with notice of this hearing and the claim brought forward by the landlord.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid utilities and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on August 11, 2009 for a month to month tenancy that began on September 1, 2009 for the monthly rent of \$1,550.00 due on the 1<sup>st</sup> of each month with a security deposit of \$775.00 paid. The landlord testified the tenancy ended on October 31, 2010. The tenancy agreement does not include the provision of water.

The landlord provided copies of invoices, tax statements and receipts from the local municipal government show that failure of the tenant to pay water utilities to the municipal government caused the landlord to be charged for the outstanding water charges, in the amount of \$355.37 on her yearly tax bill.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the undisputed testimony and documentary evidence provided by the landlord, I find the tenants failed to pay the water usage bill has caused the landlord to suffer a loss that results from a violation of the tenancy agreement. I further find the landlord has established the value of that loss through her invoices and receipts.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$405.37** comprised of \$355.37 rent owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 31, 2011.

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Residential Tenancy Branch