

## **DECISION**

Dispute Codes      MNR and FF

### Introduction

This hearing was convened on the landlord's application for a Monetary Order for unpaid utilities and recovery of the filing fee for this proceeding from the tenant.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid utilities and recovery of the filing fee.

### Background and Evidence

The tenancy at issue ran from June 1, 2010 to May 31, 2011. Rent was \$800 per month and the landlord held a security deposit of \$400.

As a matter of note, this tenancy was the subject of a hearing on September 23, 2011 on the tenant's application for return of her security deposit in double after the landlord had retained \$105.25 for an unpaid utility bill and returned \$294.75 of it to the tenant.

In her decision of October 5, 2011, the Dispute Resolution Officer found that the landlord had breached section 38(1) of the *Act* by failing to return the full deposit or make application to claim against it. Therefore, as mandated by section 38(6) of the *Act*, she issued a Monetary Order return of the security deposit in double and recovery of the tenant's filing fee for a total award of \$850.

On the present application, the landlord submitted a copy of the rental agreement in which the tenant agrees to pay 20 per cent of the utilities bills and the upstairs tenants were to pay the balance.

The landlord also submitted a copy of the utilities billings for the period from March 16, 2011 to May 31, 2011 which carried forward the previous unpaid billing of \$474 for the period from November 16, 2010 to March 31, 2011 and totalled \$526.25. The tenant's share of that would be the \$105.25 sought in the landlord's application.

The tenant first stated that she had offered to pay that amount to the landlord during the previous hearing, then that she had paid that amount to the upstairs tenant.

However, the tenant was unable to provide a receipt or any corroborating evidence that she had paid her share of the utilities.

#### Analysis

I find that the landlord has been consistent in correspondence with the tenant and in the previous and present hearings in his claim for \$105.25, or 20 per cent of the utilities. Moreover, he has supported that claim with the rental agreement and the applicable invoices.

Section 67 of the Act provides that the director's delegate may determine an amount owed by one party to a rental agreement to the other for a breach of the legislation or rental agreement and order that it be paid.

In the absence of documentary evidence to the contrary, I accept the landlord's evidence that the tenant owes the amount claimed, and I order that the tenant must pay the claim in full.

Having found merit in the application, I find that the landlord is entitled to recover the \$50 filing fee for this proceeding from the tenant.

#### Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for \$155.25 consisting of \$105.25 in unpaid utilities and \$50 for recovery of the filing fee.

If necessary, the order may be filed in the Provincial Court of British Columbia and enforced as an order of the 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: January 16, 2012.

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Residential Tenancy Branch