



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the Residential Tenancy Act, (the "Act"), by the Landlord for a monetary order for unpaid utilities and recovery of the filing fee.

The Landlord testified that they served the Tenant, by registered mail with the Application for Dispute Resolution and Notice of Hearing on February 09, 2012, and provided the tracking information from the Canada Post receipt.

I find that the Tenant was served the Application and Notice of Hearing in accordance with section 89 of the Act.

The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary matter(s)

The Landlord testified that they incurred some interest charges on the outstanding utilities bills as they did not pay them immediately after they were notified of the arrears, because they were trying to contact the Tenant to get him to make the necessary payments.

I find that the Landlord did not mitigate their losses by paying the utilities bills promptly after they were notified of the arrears, as a result, the Landlord incurred interest charges. I dismiss the Landlord's request for any interest charged to them in relation to the utilities arrears.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid utilities and recovery of the filing fee?

Background and Evidence

The Landlord testified that the tenancy commenced on January 01, 2008. The Landlord provided a copy of the tenancy agreement into evidence. The Landlord stated that the Tenant paid a monthly rent of \$1,394.00 on the first of each month. The Landlord stated that Tenant was renting an entire house under the tenancy agreement. The Landlord stated that utilities were not included in the rent and the Tenant was required to pay the utility costs that he incurred during his tenancy including the water bill. The Landlord stated that the Tenant provided notice and the tenancy ended on November 30, 2011. The Landlord stated that they returned the security deposit to the Tenant at the forwarding address he provided on the move out inspection report when the tenancy ended.

The Landlord stated that the Tenant had an outstanding utility bill for water due to the City when the tenancy ended. The Landlord stated that the Tenant had paid the bills in the past, but failed to pay some outstanding amounts when the tenancy ended. The Landlord stated that the Tenant has signed his agreement to pay the outstanding bills including the water bills when he provided written notice on October 30, 2011. The Landlord provided a copy of this agreement into evidence. The Landlord stated that they had discussed the outstanding bills with the Tenant when the tenancy ended and that the Tenant agreed to pay the outstanding water utility bills due to the City when he received the security deposit refund. The Landlord stated they returned the security deposit, but the City contacted them in December 2011 and stated that the Tenant had not paid the water utility bills. The Landlord stated that the utility bill for water had been in the Tenant's name during the tenancy, however, the City transferred the bills and the arrears to the Landlord as they are the owner of the property. The Landlord stated that the City informed them that due to the Tenant's arrears the utility bill was transferred to the Landlord's property tax account with the City and that the Landlord must pay the utilities arrears. The Landlord stated that they reviewed the utilities arrears with the City before paying the bill. The Landlord provided into evidence copies of the utilities bills they have had to pay to the City as a result of the Tenant's arrears. The Landlord stated that for the period December 07, 2010 to August 09, 2011 the Tenant owes \$466.91, and for the period August 10, 2011 to November 30, 2011 the Tenant owes \$115.82. The Landlord states that they have not included interest in these amounts.

The Landlord is requesting a monetary order of \$582.73, representing the utility bills for water for the period of December 07, 2010 to November 30, 2011, and \$50.00 for the filing fee for this Application.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In the absence to evidence to the contrary, I accept the Landlord's testimony that there was an agreement for the Tenant to pay for the water utilities used during the tenancy. The Landlord has provided a copy of the tenancy agreement, the notice to end tenancy signed by the Tenant agreeing to pay outstanding utilities including water, and a copy of the bills for utility arrears sent by the City to the Landlord. I find that the Landlord's evidence supports that the Tenant failed to pay the water utilities for the rental unit for December 07, 2010 to August 09, 2011 in the amount of \$466.91 and for August 10, 2011 to November 30, 2011 in the amount of \$115.82. As a result I find that the Landlord is entitled to a monetary order for \$582.73 for the utility bills

As the Landlord has mostly succeeded in their Application, I find that the Landlord is entitled to recover the \$50.00 fee for this proceeding pursuant to section 72 of the Act.

I grant the Landlord an order under section 67 for **\$632.73** representing the utility bills of \$582.73 and the filing fee of \$50.00.

Conclusion

I dismiss the Landlord's claim for interest amounts in regards to the utility bills.

I grant the Landlord's claim for utility bills of \$582.73 and the \$50.00 filing fee for the application. I find that the Landlord is entitled to monetary order pursuant to section 67 against the Tenant in the amount of **\$632.73**. This order must be served on the Tenant and may be filed in the Provincial Court (Small Claims).

The order accompanies the Landlord's copy of this decision.

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: April 16, 2012.

Residential Tenancy Branch