



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*"), seeking a monetary order for unpaid rent or utilities, damage to the unit, site or property, to keep all or part of a security deposit, and to recover the filing fee.

The tenant and the landlord appeared by conference call and gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions during the hearing.

The tenant confirmed receipt of the Notice of Hearing and evidence package. I find the tenant was served accordance with the *Act*.

Preliminary and Procedural Matters

The landlord submitted a monetary claim of \$9,806.78. In the dispute details and monetary worksheet, \$1,206.78 was the only amount listed, which is claimed as "Utility". I decline to hear the remaining monetary portion of the landlord's application pursuant to section 59(5)(a) of the *Act*, as the application for dispute resolution did not provide sufficient details of their claim for compensation, as required by section 59(2)(b) of the *Act*.

I find that proceeding with the landlord's monetary claim, other than the unpaid utility portion, at this hearing would be prejudicial to the tenant. The absence of particulars makes it difficult, if not impossible, for the tenant to adequately prepare a response to that portion of the claim. I dismiss these portions with leave to reapply.

Jurisdiction was also considered during this hearing. The tenant testified that the rental unit is being used as an emergency shelter or transitional housing for those with substance abuse issues. As the tenant herself operates a business and occupants are not covered under the *Act*, the *Act* does apply to the tenant. Therefore, I find I have jurisdiction to resolve this dispute between the parties.

Issue(s) to be Decided

- Should the landlord be granted a monetary order for unpaid utilities?
- Should the landlord recover the filing fee?

Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. The tenancy agreement shows a month to month tenancy which began on May 17, 2011. Rent in the amount of \$1,800.00 is due on the first day of the month. A security deposit of \$900.00 was received from the tenant at the start of the tenancy. The tenancy agreement does not include utilities in the rent payable.

The landlord described the rental unit as a single family home. The parties agreed that the entire home was being rented and that the tenant had six or more occupants in the home at any given time.

The landlord submitted an electricity bill for the rental unit as evidence indicating a balance owing of \$1,206.78. The tenant testified during the hearing that she was aware that electricity was not included in the monthly rent. The tenant stated that the contact name on the electricity bill submitted, DG, was a manager of the rental unit and was employed by the tenant. The landlord and tenant confirmed that the tenant is not employed by the landlord.

The tenant testified that her manager has left the rental unit and alleges that he took the occupants with him leaving no occupants in the rental unit. The tenant stated that she has not changed the name on the electricity account from the manager to her name as the tenant.

The landlord provided a monetary worksheet, invoices, correspondence, estimates, condition inspection reports, receipts, photos as evidence for the proceeding.

Analysis

Based on the documentary evidence, the oral testimony provided during the hearing, and on a balance of probabilities, I find the following.

Claim for unpaid utilities- The landlord provided an electricity bill for the rental unit indicating a balance owing of \$1,206.78. The tenant confirms that she received the electricity bill but has not paid the balance due. The tenant testified during the hearing that she understood that the monthly rent did not include electricity. Therefore, I find the tenant must pay the rental unit utilities. If the tenant does not pay the rental unit utilities forthwith, I grant the landlord a monetary order pursuant to section 67 of the Act in the amount of \$1,206.78 for unpaid utilities. As the tenant has not replaced the contact name on the electricity bill, I order the tenant to change the name on the electricity bill to the tenant's name by July 15, 2012. The tenant is required to keep the utilities in her name as long as she remains a tenant of the rental unit.

The landlord has partially succeeded with their application; therefore, I award recovery of half of the filing fee in the amount of \$25.00. The total monetary amount of **\$1,231.78** consists of \$1,206.78 in unpaid utilities and the recovery of \$25.00 of the filing fee.

Conclusion

I accept the landlord's application for monetary order for the unpaid utility bill as described in the application. I decline to hear the remainder of the landlord's application for a monetary order pursuant to section 59 of the *Act*. I grant the landlord **leave to reapply** with specific details of those monetary claims. I note this does not extend any applicable time limits under the Act.

I find the tenant must pay the utilities. The tenant must pay the landlord the outstanding utilities and the \$25.00 portion of the filing fee in the amount of \$1,231.78 forthwith. Should the tenant fail to pay the above mentioned amounts, I grant the landlord a monetary order pursuant to section 67 of the Act in the amount of \$1,231.78.

I order the tenant to change the name on the electricity bill to the tenant's name by July 15, 2012. The tenant is required to keep the utilities in her name as long as she remains a tenant of the rental unit.

I find that the landlord has established a total monetary claim of **\$1,231.78**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 28, 2012

Residential Tenancy Branch