



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, SS, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to serve documents or evidence in a different way than required by the *Act* pursuant to section 71; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the matters in dispute with one another. The landlord confirmed that she received the tenant's written notice to end this tenancy by registered mail sent by the tenant on June 20, 2012. The landlord also confirmed that she received a copy of the tenant's dispute resolution hearing package sent by registered mail likely in late June 2012. I am satisfied that the tenant served these documents in accordance with the *Act*. I am also satisfied that the parties served one another with their written and photographic evidence packages.

At the commencement of the hearing, the tenant withdrew his application to be given authorization to serve documents or evidence in a different way than required by the *Act*. He said that he did not serve evidence in any other way than the registered mail package he sent to the landlord. The tenant's application with respect to the service of evidence is withdrawn.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses arising out of this tenancy? Is the tenant entitled to recover his filing fee from the landlord?

Background and Evidence

This one-year fixed term tenancy commenced on August 1, 2011. The tenant vacated the rental unit by July 31, 2012, the end date of their tenancy agreement. Monthly rent was set at \$1,450.00, payable in advance on the first of each month, plus one-half of

the utilities. The tenancy agreement provided the tenant with parking for one vehicle. The tenant paid a \$725.00 security deposit on August 13, 2011. The parties confirmed that the landlord returned the tenant's security deposit to the tenant on August 13, 2012.

The tenant's application for a monetary award of \$779.04 included \$129.09 of the landlord's portion of the utilities that he paid but was not reimbursed for by the landlord near the end of this tenancy. The tenant's application also included a request for a retroactive reduction in rent of \$75.00 for each of 10 months when he did not have use of the carport.

At the hearing, the landlord did not dispute the tenant's claim for \$129.09 for utilities, her portion of the utility bill near the end of this tenancy. The tenant also testified that after reviewing the landlord's written evidence, he was satisfied that the \$25.00 rent reduction the landlord provided for 10 months for the carport was in line with the comparables she entered into written evidence. As such, the tenant withdrew his application for a monetary award for reduced rent for the landlord's failure to provide him with a carport for 10 months of his tenancy.

Although these two principal portions of the tenant's claim were not in dispute, the parties could not agree on whether the tenant should be allowed to recover his filing fee for his application from the landlord. This remains the sole issue in dispute arising out of this application.

Analysis

Based on the tenant's undisputed oral and written evidence, I find that the tenant is entitled to a monetary award of \$129.09 for losses he incurred in paying the landlord's portion of the utilities for this rental property.

As the tenant's application for dispute resolution was partially successful, I allow him to recover a portion of his filing fee from the landlord. The tenant was successful in obtaining a monetary award of \$129.09 of the \$779.04 he claimed in his application, representing 16.6 % of his overall claim. I allow him to recover the corresponding 16.6% of his filing fee from the landlord, resulting in a monetary award of \$8.30 for this item.

Conclusion

I issue a monetary Order in the tenant's favour in the amount of \$137.39, an amount which allows the tenant to recover the \$129.09 portion of the landlord's utility charge that he paid during this tenancy and \$8.30 of his filing fee.

The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

The tenant's application for authorization to serve documents in a way not authorized under the *Act* is withdrawn. The tenant's application for a monetary award for reduced rent as a result of the landlord's failure to provide him with a carport is withdrawn.

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: August 30, 2012

Residential Tenancy Branch