



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wild Cats Excavating Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the amended application for dispute resolution and notice of hearing by registered mail sent on January 2, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on January 7, 2014, and I proceeded with the hearing in the absence of the tenants.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on March 1, 2012. Utilities were not included in rent. The tenancy ended in August 2013. The tenants did not pay \$479.08 in utilities. The landlord stated that the tenant had also damaged a door frame, and the landlord provided an estimate of \$166.14 for one of the least expensive doors to replace it. The landlord also claimed \$237.86 in fuel and food costs that the landlord incurred while dealing with the end of the tenancy.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a notice from the City collections office, indicating that the tenant's utility bill for utilities at the rental unit address was \$479.08;
- testimony that the tenants damaged the exterior door for the rental unit;

- testimony that the landlord would never have incurred the fuel and food costs if the tenants hadn't run out; and
- a copy of the Landlord's Application for Dispute Resolution, filed December 24, 2013 and amended December 27, 2013.

Analysis

I am satisfied, based on the evidence noted above, that the landlord is entitled to the amounts claimed for the unpaid utilities and for the damage to the door. The notice from the City clearly indicates that the tenant was responsible for the utilities at the rental unit address. I accept the landlord's testimony regarding the damaged door, and the fact that she took steps to find a low-priced replacement.

I find that the landlord is not entitled to the amounts claimed for fuel and food, as the landlord chose to engage in the business of renting a unit in a distant location, and those costs were part of the cost of conducting that business remotely.

As the landlord's application was mostly successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$695.22. This order may be filed in the Small Claims Court and 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: April 16, 2014

Residential Tenancy Branch

