



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid utilities, for authority to retain the tenants' security deposit and pet damage deposit, and for recovery of the filing fee.

The landlords appeared; the tenants did not appear.

The landlord submitted evidence by way of registered mail receipts showing that each tenant was served with their Application for Dispute Resolution and Notice of Hearing by registered mail on April 11, 2014. The registered mail was sent to the dispute address, as the tenants lived there at the time. The landlords also submitted that the tenants refused to collect the registered mail.

Based upon the submissions of the landlords, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlords were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-The landlords stated that the tenants vacated the rental unit on or about May 2, 2014, and therefore no longer requested an order of possession for the rental unit.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation for unpaid utilities, authority to retain the tenants' security deposit and pet damage deposit, and to recover the filing fee?

Background and Evidence

The landlords gave evidence that this tenancy began on March 1, 2012, ended on or about May 2, 2014, when the tenants vacated the rental unit, monthly rent was \$2200, and the tenants paid a security deposit and a pet damage deposit of \$1100 each. When the tenants vacated, they did not provide a forwarding address, according to the landlords.

The landlords submitted that pursuant to the written tenancy agreement, which they provided into evidence, the tenants were responsible for all utilities for the rental unit. The tenants left the rental unit owing the total amount of \$2112.12 in unpaid water charges incurred during their tenancy.

The landlords submitted that the past due water bills incurred by the tenants have been added as levies to their property tax by the municipality, as shown by their documentary evidence.

The landlords submitted that they have supplied written demands to the tenants, but the tenants have failed to pay.

The landlords' monetary claim listed in their application was the amount of \$1642.56, for unpaid utilities, for the water charges. The landlords also requested in their application that their monetary claim be adjusted when the final billing is received prior to the hearing. Due to this request, I have allowed the landlords to adjust and amend their claim from \$1642.56 to \$2112.12.

Analysis

In the case before me, I accept the landlords' undisputed evidence that the tenants, under the tenancy agreement, were responsible to pay for all utilities, and failed to pay for the water usage, which has now become a cost to the landlords pursuant to their property tax records.

I accept the landlords undisputed evidence that the amount for unpaid utilities left owing by the tenants was \$2112.12, and that they are entitled to a monetary award in that amount.

I also award the landlords recovery of the filing fee of \$50, for an entitlement to a total monetary award of \$2162.12.

I note that the landlords also requested registered mail and other fees; however, as the *Act* does not provide for the reimbursement of expenses related to disputes arising from tenancies other than the filing fee, I have dismissed this request.

Conclusion

The landlords' application for monetary compensation is granted.

At the landlords' request, I authorize the landlords to retain the tenants' pet damage deposit of \$1100 and \$1062.12 from the tenants' security deposit in satisfaction of their monetary award. For clarity, the remaining balance of the security deposit is \$37.88, which must be dealt with by the landlords in accordance with section 38 of the *Act* upon receipt of the tenants' written forwarding address.

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* and is being mailed to both the applicants and the respondents.

Dated: May 30, 2014

Residential Tenancy Branch

