



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNR

### Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for unpaid rent or utilities.

The Landlord, J.H., attended the teleconference hearing as President of the corporate Landlord. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me. A summary of his testimony is provided below and includes only that which is relevant to the hearing.

As the Tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The Landlord testified that the Notice of Hearing was served on the Tenant by registered mail on November 3, 2014. Pursuant to section 90 of *Act* documents served in that way are deemed served five days later, namely November 8, 2014.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

A previous hearing occurred on November 6, 2014 at which time both parties attended. This decision should be read in conjunction with the November 7, 2014 decision which resulted from the November 6, 2014. For ease of reference I note that the presiding Arbitrator noted the following background and evidence in her reasons:

*The parties agreed that the tenancy commenced in mid-2013; rent was \$700.00 per month and the tenant was to pay utility costs. There was no signed tenancy agreement.*

*The parties agreed that the tenant vacated at the end of May 2014.*

*The rental unit is situated on a lot that has 2 adjoining lots owned by the landlord. The landlord resides on the lot furthest from the rental unit.*

*When the tenant vacated the property he left his 2005 Kawasaki quad on the landlord's property. The landlord said the tenant voluntarily left the quad with the landlord, as he owed the landlord money for utility costs. The tenant had agreed the quad would stay with the landlord until the money owed to the landlord was repaid.*

At the hearing on November 6 2014, the parties agreed that the Tenant owed \$2,082.67 in unpaid propane utilities. The parties acknowledged a further hearing had been set to deal with the Landlord's monetary claim for that sum. That further hearing occurred before me on June 22, 2015.

The Landlord submitted copies of the invoices for propane confirming the Tenant had paid \$500.00 towards that utility. The Landlord testified that the Tenant stopped paying towards the propane when his girlfriend moved out of the rental unit.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on May 21, 2014. The Landlord testified that he personally served the Tenant on that same day, May 21, 2014. The Tenant vacated the rental unit at the end of May 2014 and did not apply to dispute the Notice.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. that the other party violated the *Act*, regulations, or tenancy agreement;
2. that the violation caused the party making the application to incur damages or loss as a result of the violation;
3. the value of the loss; and,
4. that the party making the application did whatever was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the Landlord to prove the existence of the loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlords must then provide evidence that

can verify the value of the loss or damage. Finally it must be proven that the Landlords took reasonable steps to minimize the damage or losses that were incurred.

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

I accept the Landlord's evidence that as a term of the tenancy agreement the Tenant agreed to pay for the propane utility. I further accept that the Tenant paid \$500.00 towards this amount and that at the time the tenancy ended the outstanding amount was \$2,082.67. I am persuaded by the fact that my fellow Arbitrator, when hearing from both parties on November 6, 2014, found that an agreement existed as to the amount owing by the Tenant.

Based on the Landlord's undisputed testimony and the agreed facts of the hearing on November 6, 2014, I find that the Landlord is entitled to recover the \$2,082.67 claimed on his Application for Dispute Resolution. The Landlord is entitled to a Monetary Order for this amount and may file the Order in the B.C. Provincial Court and enforce it as an Order of that Court.

The Landlord did not make a claim to recover the filing fee; accordingly I make no such Order.

#### Conclusion

The Landlord is entitled to a Monetary Order in the amount of \$2,082.67 representing the amount owing by the Tenant for unpaid propane utilities.

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: June 29, 2015

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Residential Tenancy Branch

