



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for a monetary order for unpaid rent and utilities and for recovery of the filing fee paid for this application.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that she served the tenant with the application for dispute resolution and notice of hearing by handing the documents to the tenant on March 26, 2015, at her place of residence.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her 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.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recovery of the filing fee paid for this application?

Background and Evidence

The landlord submitted that the tenancy began in September 2013, ended the first half of March 2014, and that monthly rent was \$700.00.

The landlord's monetary claim is as follows:

Propane costs	\$1929.08
Propane costs	\$500.00
Hydro costs, Dec 6- Feb.5	\$199.02
Hydro costs, Feb. 6-Mar 31	\$83.49
Unpaid rent, March 2014	\$700.00
<i>Sub total</i>	\$3411.59
Less paid by tenant	\$1000.00
New total claim	\$2411.59

In support of her application, the landlord submitted that the tenant was responsible for her own utilities costs during the tenancy, even though the hydro and propane bills were in the landlord's name, and that the tenant has refused to reimburse the landlord for those costs.

The submitted further that the propane tank was filled when the tenancy began, and that the tenant was required to fill the tank when she vacated, but did not.

The landlord submitted copies of the propane and one hydro bill, giving the tenant credit for the final propane bill as the tank was not filled until April 22, 2014. The landlord also provided testimony as to the second hydro bill.

The landlord submitted further that the tenant failed to pay rent for March 2014, and vacated sometime in March without any notice to the landlord, giving rise to the landlord's claim for unpaid rent for that month.

The landlord submitted further that since the tenant vacated, she and her grandmother have provided the landlord with two separate payments totalling \$1000.00, the credit for which is reflected in her monetary claim.

Analysis

Based on the undisputed evidence before me, I find the landlord has submitted sufficient evidence to show that under the tenancy agreement the tenant was obligated to pay for her utilities costs, and that she failed to do so by reimbursing the landlord for those costs.

I also find the tenant breached section 26 of the Act when she failed to pay the rent due under the terms of her tenancy agreement for March 2014.

I therefore grant the landlord's claim to be reimbursed for the propane costs of the tenant totalling \$2429.08, for hydro costs of the tenant totalling \$282.51, and for unpaid rent for March 2014 of \$700.00, less \$1000.00 paid by the tenant since the end of the tenancy, and recovery of her filing fee of \$50.00, for a total of \$2461.59.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$2461.59, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord's application for monetary compensation has been successful as I have granted her a monetary order for the amount of her claim.

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 1, 2015

Residential Tenancy Branch

