



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (“the Act”) for a monetary order for an unpaid utility amount pursuant to section 67 of the Act.

Both parties attended and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord confirmed receipt of the tenant’s Application for Dispute Resolution (“ADR”) with materials and Notice of Hearing. I accept that the landlord was sufficiently served with the ADR in accordance with the Act.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for an unpaid utility amount (\$117.79)?

Background and Evidence

Both parties testified that this tenancy began on March 1, 2014 and continued until July 1, 2015. Both parties testified that the rental amount for this unit was \$1100.00 payable on the first of each month. The security deposit paid at the start of this tenancy totalled \$550.00. The landlord testified that \$275.00 was retained from the tenant’s security deposit on move-out and that \$275.00 was returned to the tenant.

The tenant applied for \$117.79 towards a utility bill. Both parties agreed that the tenancy agreement for this tenancy reflected a sharing of the utilities for the residential property at 50%. The parties dispute whether the landlord failed to pay her portion of the utility bill at the end of the tenancy.

The tenant testified that she had paid the utility bill in full but did not provide proof of those payments. The landlord testified that she had contributed to the payments to the

amount of her obligation under the residential tenancy act. She also provided no evidence or proof of payment.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The tenant is able to rely on the written residential tenancy agreement and confirmation of the landlord with respect to the obligation for each party to pay 50% of the utilities for the residential premises. However, as this application has been brought by the tenant, she bears the burden of proof in showing that she has paid the utility bill and that she has therefore incurred a loss in the payment of this bill. The tenant has presented no clear evidence sufficient to show that she has paid the utility bill in its entirety or, conversely that the landlord has failed to pay the utility bill.

In this case, I find there is simply insufficient proof by the applicant and I therefore dismiss the tenant's application in its entirety.

Conclusion

I dismiss the tenant's application in its entirety.

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: December 29, 2015

Residential Tenancy Branch

