



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTRAL INTERIOR REMAN LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND MNSD FF

### **Introduction:**

Both parties attended the hearing and gave sworn testimony. The landlord said they served the Application for Dispute Resolution by posting it on the door. The parties discussed the matter and the fact that this was not legal service pursuant to section 89 of the *Residential Tenancy Act* (the Act). The tenant decided to waive his right to legal service and get the matter decided between them. The landlord requests a monetary order pursuant to Sections 7, 46 and 67 for unpaid utilities and damages, an Order of Possession pursuant to section 55. They also request to retain the security deposit to offset the amount owing and to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant owes for unpaid utilities and the amount? Are they entitled to an Order of Possession and to recover the filing fee?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. In evidence is a tenancy agreement showing the tenancy commenced in August 2014, that monthly rent is \$800 and a security deposit of \$400 was paid. The parties agreed that the tenant had gone on a vacation in October 2014 and the toilet began running continually while he was gone.

The landlord got a very large water bill and was contacted by the municipality who spent time investigating before finding the running toilet as the cause. They pointed out that a lot of water was wasted. The landlord said her normal water bill was about \$300 for both units for 3 months but the bill from October to December (in evidence) shows \$742.84 billed for water consumption. The municipality had written some notes on the bottom of the bill that were not able to be explained. It said there were an extra 510 cubic meters of water used and "900 cubic meters wasted" which equalled \$1311.57 at \$1.4573 a cubic meter. Neither the parties nor I were able to explain how 900 were wasted if only 510 extra were used.

After further discussion, the parties agreed to use the \$742.84 shown on the bill for water consumption for 3 months. From this we deducted the landlord's estimate of normal use and

obtained a balance of \$442.84 as the cost of the extra water consumption. The parties agreed that the tenant had already contributed his security deposit of \$400 to the amount owing which left a balance of \$42.84 owed to the landlord. Both parties were satisfied with their resolution. The landlord did not request an Order of Possession as she is confident the tenant will pay her the outstanding balance now that it has been resolved.

In evidence is the Quarterly Utilities Invoice, the tenancy agreement, an email from the municipality and a move-in condition inspection report. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

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.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant and the cost to cure the damage. I find the landlord's evidence credible that the tenant left a toilet running which caused an excessive water bill. This is supported by the tenant's agreement to the facts. I find the landlord made all efforts to minimize the loss by having the municipality investigate the problem. I find the parties agreed to the value of the loss after free calculations and negotiations. I find the tenant owed the landlord \$442.84 for use of excessive water but he has already paid \$400 of this amount. I find the landlord entitled to a monetary order for the balance of \$42.84 plus filing fee.

### **Conclusion:**

I find the landlord is entitled to a monetary order for \$142.84 (\$42.84 balance of amount owing plus \$100 filing fee).

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: March 03, 2016

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Residential Tenancy Branch

