



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR FF

Introduction:

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail on March 11, 2016. I find it is deemed to be received on March 16, 2016 pursuant to section 90 of the Act. The landlord also provided evidence of service of the utility bills in February 2016 by registered mail. I find the documents were successfully served pursuant to sections 88, 89 and 90 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid utilities; and
- c) An order 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 utilities and has not paid? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although deemed to be served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced November 1, 2015, that monthly rent was \$1800 and a security deposit of \$1000 was paid. The landlord sold the home with possession date of February 2, 2016 and the tenancy continued under the new owner. The tenancy agreement provides that the tenants are responsible for 60% of the utilities and the landlord for 40%. A letter from the tenant in evidence states she refuses to pay as she has some complaints which she lists.

In evidence are hydro bills for \$299.74 and \$62.67 and gas bills for \$262.79 and \$70.02(total of \$695.22) which pre-date the termination of the owner's account and transfer to new ownership. The landlord claims \$417.11 which represents 60% of these

utility bills. They were given to the tenant. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

Utility bills are included in the definition of rent in the Act. Section 26 of the Act states a tenant must pay their rent on time whether or not the landlord meets their obligations under the Act. I find the tenant refused to pay \$417.11 which was their 60% share of utilities according to the tenancy agreement. Although she may have complaints against the landlord and may have had reason to file an Application to Dispute under the Act, I find she was required to pay her utility bills. I find the landlord's evidence credible that she owes \$417.11 as he provided all utility statements to support his claim.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the security deposit passed to the new owner so cannot be used to offset the amount owing, I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

60% of Utility bills as outlined above	417.11
Filing fee	100.00
Total Monetary Order to Landlord	517.11

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: September 08, 2016

Residential Tenancy Branch