



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent and utilities. The tenants did not appear at the hearing. The landlord testified that he served a hearing package to each tenant, in person, at their address of residence on February 24, 2016. The landlord also testified that the tenants signed a Proof of Service acknowledging receipt of the hearing packages. I was satisfied the tenants were notified of this proceeding and I continued to hear from the landlord without the tenants present.

The landlord had included a claim for damage to the rental unit in completing the Monetary Order Worksheet but withdrew that claim during the hearing. The landlord explained that the tenants had authorized the landlord to retain the security deposit in for the damage to the dining area and he has accepted that in full satisfaction of the damage that was caused.

### Issue(s) to be Decided

Has the landlord established an entitlement to a Monetary Order for unpaid rent and utilities?

### Background and Evidence

The tenancy started on August 1, 2015 on a month to month basis. The tenants were required to pay rent of \$1,000.00 on the first day of every month. The rent did not include heat or natural gas. The landlord provided a copy of the tenancy agreement and addendum as evidence.

The landlord submitted that the tenants failed to pay \$925.00 in rent for the month of December 2015 and paid no rent for the month of January 2016. The landlord testified that he served the tenants with two 10 Day Notices to End Tenancy for Unpaid Rent or

Utilities in the month of January 2016. The tenants did not pay the outstanding rent or dispute the Notices but they vacated the rental unit on January 31, 2016 or February 1, 2016. The landlord seeks to recover unpaid rent of \$1,925.00 for the months of December 2015 and January 2016. The landlord provided copies of letters he wrote to the tenants concerning the unpaid rent.

The landlord also seeks to recover \$785.06 he paid to the gas company to have the gas service restored at the property. I heard that natural gas fuels the furnace and two fireplaces at the property. The landlord submitted that the tenants were to get a gas account in their name but they did not, unbeknownst to the landlord until after the tenancy was over. The landlord determined that the gas company had been sending notices to the rental unit and that the landlord was unaware that the tenants were using gas without paying for it. The gas company eventually disconnected the gas service and the landlord had to satisfy the outstanding charges to have the service restored. The landlord provided a copy of the gas bill and a copy of his personal cheque that he wrote to the gas company to pay to restore the gas service. The charge of \$785.06 includes gas supplied to the property for the period of July 16, 2015 through February 4, 2016, a service charge of \$25.00, plus taxes. The landlord pointed out that the unit was not occupied between July 16, 2015 and the start of the tenancy so the gas consumed would be that by the tenants.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. I accept the unopposed evidence before me that the tenants were required to pay rent of \$1,000.00 per month and they failed to do so for the months of December 2015 and January 2016 with the exception of \$75.00 that was pre-paid in November 2015. Therefore, I grant the landlords' request to recover unpaid rent in the amount of \$1,925.00 from the tenants.

Upon review of the tenancy agreement, the addendum, and the gas bill, I also accept the unopposed evidence that heat and natural gas were not included in rent and that they consumed gas during their tenancy without paying for it. Therefore, I grant the landlord's request to recover \$785.06 from the tenants.

Since the landlord was successful in this application, I further award the landlord recovery of the \$100.00 filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order in the total sum of \$2,810.06 [\$1,925.00 + \$785.06 + \$100.00] to serve and enforce upon the tenants.

### Conclusion

The landlord has been provided a Monetary Order in the sum of \$2,810.06 for unpaid rent and utilities to serve and enforce upon the tenants.

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: October 21, 2016

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Residential Tenancy Branch

