



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on July 21, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted with the Application were sent to the Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation that corroborates this testimony. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for the cost of heating fuel?

Background and Evidence

The Landlord stated that:

- this tenancy began on July 01, 2014;
- the Tenant agreed to pay rent of \$700.00 by the first day of each month;
- when the tenancy began the Tenant was provided with \$818.92 worth of heating fuel;
- the Tenant agreed to leave that amount of heating fuel at the end of the tenancy;
- the tenancy ended on October 01, 2016;
- the fuel tank was empty when the Landlord was showing the unit to a prospective purchaser in July of 2016; and
- the Tenant did not pay for the fuel that was provided at the start of the tenancy.

The Landlord submitted a copy of a fuel bill, in the amount of \$798.92, which is dated March 28, 2014. The Landlord stated that this bill represents the fuel that was provided to the Tenant at the start of the tenancy.

The Landlord submitted a copy of a fuel bill, in the amount of \$20.00, which is dated July 16, 2016. The Landlord stated that he purchased this fuel because the fuel tank was empty and he needed to show the new purchasers that the furnace was functional.

The Landlord submitted a copy of a letter, dated October 12, 2015, which appears to be signed by the Tenant. The Landlord stated that the Tenant signed this letter to acknowledged that she owed the Landlord "\$800.00 or the same amount of heating oil" that was provided to her at the start of the tenancy.

The Landlord submitted a copy of the last page of a condition inspection report in which the Tenant acknowledged that the Landlord provided \$800.00 worth of heating oil.

Analysis

On the basis of the undisputed evidence I find that the Landlord provided the Tenant with fuel at the start of the tenancy and that she agreed to leave that amount of fuel at the rental unit at the end of the tenancy.

On the basis of the testimony of the Landlord and the fuel bill dated March 28, 2014, I find that the Tenant was provided with \$798.92 in fuel at the start of the tenancy. I therefore find that she is obligated to compensate the Landlord for the \$798.92 in fuel that was provided.

I find that the parties have "rounded up" the bill of \$798.92 when they refer to the \$800.00 in fuel in the letter, dated October 12, 2015, and the condition inspection report. Regardless of the reference to \$800.00, I find that the Tenant is only actually required to compensate the Landlord for the \$798.92 in fuel that was provided at the start of the tenancy.

I find that the Tenant only needs to pay for \$798.92 in fuel, regardless of the Landlord's testimony that he put \$20.00 of fuel in the tank in July of 2016. Although I accept that this amount of fuel was purchased, I cannot conclude that the Tenant is obligated to pay for this fuel.

I find that the Tenant is not obligated to pay for the fuel, in part, because at least some of that fuel was used to show a third party that the furnace was functional. I find that the Tenant is not obligated to pay for the fuel, in part, because some of this fuel may still be in the tank. The Tenant is obligated to supply a total of \$798.92 in fuel, regardless of the amount that the Landlord has added to the tank.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$898.92, which includes \$798.92 in heating fuel and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the \$898.92. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 22, 2017

Residential Tenancy Branch