



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR FF

Introduction

This hearing addressed the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for a Monetary Order for unpaid utilities and to recover the filing fee, pursuant to sections 67 & 72 of the *Act*.

The tenant did not participate in the conference call hearing. The landlord, represented by agent, A.F. (the "landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was served with a written demand letter seeking unpaid utilities on May 2, 2017. This was posted on the tenant's door.

On June 2, 2017 a 10 Day Notice for unpaid utilities was posted on the tenant's door. A copy of a signed and dated proof of service document was provided to the hearing. Pursuant to sections 88 & 90 of the *Act* the tenant is deemed to have been served with this document on June 5, 2017.

The landlord's Application for Dispute Resolution ("Application for Dispute Resolution") along with the landlord's evidentiary package was sent to the tenant by way of Canada Post Registered Mail on June 27, 2017. The Canada Post tracking number and receipt for these documents was provided at the hearing. I find that pursuant to section 89 and 90 of the *Act*, the tenant is deemed served with the Application for Dispute Resolution on July 1, 2017, five days after its mailing.

Following introductory remarks, the landlord informed that she was no longer seeking the Order of Possession as the tenant had vacated the rental unit at the end of July 2017.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Can the landlord recover the filing fee?

Background and Evidence

Undisputed oral testimony was provided at the hearing by the landlord. She explained that this tenancy began on September 28, 2016. Rent was \$840.00 per month, and a security deposit of \$420.00 continues to be held by the landlord.

On May 2, 2017 the landlord posted a demand letter on the tenant's door seeking payment of \$390.06 for unpaid gas and hydro utilities. After failing to receive a response from the tenant, the landlord posted a second letter on the tenant's door on May 10, 2017 demanding payment for the outstanding utilities.

Following the issuance of this second letter the landlord's did not receive payment. A 10 Day Notice to End Tenancy for unpaid utilities was posted on the tenant's door on June 2, 2017.

The landlord explained that the tenant vacated the rental unit in July 2017 but failed to pay the outstanding amount of \$390.06 for utilities and gas.

Analysis

Section 7(1) of the *Act* establishes that tenants who do not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. 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.

Based on the landlord's undisputed testimony, I am satisfied that the tenant failed to pay utilities in the amount of \$390.06. I find that the tenant was aware of the unpaid utilities; actively avoided the landlord's attempts address the numerous reminders she received and vacated the property with this money remaining outstanding. I will therefore grant the landlord the entire sum requested in her application for a monetary award. As she was successful in her application, she may recover the \$100.00 filing free from the tenant.

Conclusion

I am making a Monetary Order of \$490.06 in favour of the landlord as follows:

Item	Amount
Unpaid Utilities	\$390.06
Filing Fee	100.00
Total =	\$490.06

The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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 1, 2017

Residential Tenancy Branch