



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 the Landlords' Application for Dispute Resolution, dated April 27, 2017 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Landlords were represented at the hearing by J.T., who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlords, J.T. testified the Application package was served on the Tenants by courier on May 4, 2017. Although the Landlords were advised by a representative of the courier company that the Application package was accepted by R.M., it was not accepted by A.T. Accordingly, the Landlord served the Application package on A.T., in person, on June 23, 2017. Pursuant to section 71 of the *Act*, I find the Tenants were sufficiently served with the Application package for the purposes of the *Act*.

As the only participant in the hearing, J.T. was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Landlords entitled to a monetary order for unpaid rent or utilities?
2. Are the Landlords entitled to an order granting recovery of the filing fee?

Background and Evidence

On behalf of the Landlords, J.T. testified the tenancy began on July 1, 2014, and ended when the Tenants vacated the rental unit on or about January 31, 2017. Rent in the amount of \$1,800.00 per month was due on the first day of each month. Utilities were to be paid by the Tenants. The Tenants paid a security deposit of \$900.00 and a pet damage deposit of \$900.00, which the Landlords hold.

J.T. testified the Tenants vacated the rental unit leaving rent and utilities unpaid. First, the Landlords claimed \$400.00 in unpaid rent for October and December 2016. J.T. confirmed the Landlords have not applied to recover unpaid rent for January or February 2016.

Second, the Landlords claimed \$1,438.67 paid to fill the propane tank at the rental property in December 2016. The invoice, dated December 21, 2016, was paid by the Landlords on February 13, 2017. On behalf of the Landlords, J.T. confirmed a full tank lasts roughly three months.

Third, the Landlords claimed \$974.55 paid to fill the propane tank at the rental property in February 2016. In support, the Landlords submitted a bank statement confirming a payment to the propane company on February 26, 2016.

Finally, the Landlords claimed \$350.00 for service to a septic system. According to J.T., this was the responsibility of the Tenants. A receipt in the amount claimed was submitted in support. I also note email correspondence confirming the Landlords' request for payment was submitted in support.

The Tenants did not attend the hearing to dispute the Landlords' evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when due under a tenancy agreement. In this case, I find that the Tenants have not paid rent when due and that \$400.00 remains outstanding. On behalf of the Landlords, J.T. confirmed that no claim is being made for unpaid rent for January and February 2017.

In addition, I find the Tenants have not paid utilities when due. J.T.'s testimony confirmed the propane tank was filled on or about December 21, 2017, and that the invoice was not paid by the Tenants. J.T. also testified that a tank lasts about three months, depending on consumption. No specific evidence of consumption was provided. However, the Tenants vacated the rental unit by January 31, 2017, a little more than one month later. Accordingly, I find it is more likely that not that the Landlords were left with propane after the Tenants vacated the rental unit and that a more reasonable award is \$700.00.

With respect to the Landlords' remaining claim for unpaid propane (\$974.55) and septic service (\$350.00), I find the Landlords are entitled to recover these amounts. Both were supported by documentary evidence.

As the Landlord has been successful, I grant the Landlords a monetary award of \$100.00 in recovery of the filing fee. Further, I order that the Landlords apply the security deposit and pet damage deposit to the monetary awards granted. Accordingly, pursuant to section 67 of the *Act*, I grant the Landlords a monetary order in the amount of \$724.55, which has been calculated as follows:

Item	Amount
Unpaid rent:	\$400.00
Unpaid propane:	\$1,674.55
Unpaid septic service:	\$350.00
Filing fee:	\$100.00
LESS security deposit and pet damage deposit:	(\$1,800.00)
TOTAL:	\$724.55

Conclusion

The Landlords are granted a monetary order in the amount of \$724.55. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 26, 2017

Residential Tenancy Branch