



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S FF

Introduction

This hearing addressed the landlords' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary award for unpaid utilities pursuant to section 67 of the *Act*.
- A return of the filing fee pursuant to section 72 of the *Act*.

Only landlord A.T. attended the hearing. The landlord was given a full opportunity to present submissions, sworn testimony and evidence to the hearing.

The landlord explained that she served the tenant in person with her application for dispute and her evidentiary packaged on December 15, 2017. Pursuant to sections 88, 89 & 90 of the *Act* the tenant is deemed to have been served with these documents on the same day as their service, December 15, 2017.

Issue(s) to be Decided

Is the landlord entitled to a monetary award?

Can the landlord recover the filing fee?

Background and Evidence

The landlord said that she was seeking a monetary award of \$1,536.89 due under the tenancy agreement. The landlord said that these utilities remained unpaid after the tenant vacated the property. The landlord said that this tenancy began on July 15, 2017 with rent of \$900.00 per month being due. A security deposit of \$450.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord testified that the municipality in which the rental unit is located charges all utilities. The landlord said that the tenant failed to pay these utilities as per the terms of her tenancy agreement and vacated the property without having paid any portion of the utility bill. On November 13, 2017 the landlord gave the tenant a written demand letter seeking payment of \$988.00 for utilities. The landlord said that the tenant ignored this letter and did not pay any portion of the utilities for the entire period that she occupied the rental unit.

Analysis

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. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlords to prove their entitlement to a claim for a monetary award.

After reviewing a copy of the utility bill submitted into evidence by the landlord, along with a copy of the residential tenancy agreement signed by the parties, it is evident that the tenant had a responsibility to pay the utilities for the rental unit during the tenancy. I accept the landlord's undisputed testimony that the tenant vacated the rental unit without having made any payments for these utilities, and that a significant bill for unpaid utilities was passed on to the landlord. I award the landlord the entire amount sought in her application for a monetary award.

As the landlord was successful in her application, she may recover the \$100.00 filing fee from the tenant.

Using the offsetting provisions contained in section 72 of the *Act*, the landlord may withhold the tenant's security deposit in partial satisfaction for the monetary award granted.

Conclusion

I grant the landlords a Monetary Order in the amount of \$1,186.89 as follows:

ITEM	AMOUNT
Unpaid Utilities	\$1,536.89
Less Security deposit	(-450.00)
Return of Filing Fee	100.00
TOTAL =	\$1,186.89

Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: July 24, 2018

Residential Tenancy Branch