



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MNDCL

Introduction

This hearing was convened in response to applications by the landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- a Monetary Order pursuant to section 67 of the *Act* for damages and loss suffered under the tenancy agreement; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

Only the landlord E.P. (the “landlord”) attended the hearing. The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord provided sworn testimony that he sent a copy of the Application for Dispute Resolution hearing package (“dispute resolution hearing package”) and evidentiary packages by way of Canada Post Registered Mail on April 6, 2018. A copy of the Canada Post tracking number was provided to the hearing. Pursuant to sections 88, 89 & 90 of the *Act*, the tenant is deemed to have been served with these documents on April 11, 2018 five days after their posting.

Issue(s) to be Decided

Is the landlord entitled to a monetary award?

Can the landlord recover the filing fee?

Background and Evidence

Undisputed testimony was provided by the landlord that this tenancy began on June 1, 2016 and ended on July 31, 2017. Rent was \$1,800.00 per month, while deposits of \$900.00 (security) and \$500.00 (pet) were paid at the outset of the tenancy and are no longer held by the landlord.

The landlord said he was seeking a monetary award of \$2,005.52 due to an unpaid utility bill. A review of the tenancy agreement submitted in the landlord's evidentiary package showed water was not included with rent. When asked to explain this discrepancy the landlord said he and the tenant had agreed for her to pay the water and sewer usage. A copy of the municipal water and sewer bill submitted to evidence by the landlord showed the tenant named on the bill. The bill dated October 12, 2017 contained a portion of the bill marked, "service transactions". It said a balance was owed for the periods of January 16, 2017 to January 3, 2018 in the following amounts:

January 16, 2017 for "airport sub communal sewer, water and sub communal water - \$663.04"

April 10, 2017 for "airport sub communal sewer, water and sub communal water - \$636.42"

July 14, 2017 for "airport sub communal sewer, water and sub communal water - \$567.12"

October 12, 2017 for "airport sub communal sewer, water and sub communal water - \$172.02"

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy agreement or the *Act*, 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 landlord to prove his entitlement to a claim for a monetary award.

I find the landlord has supplied sufficient evidence that an invoice for sewage in the tenant's name for the property in question remains unpaid. While the tenancy agreement makes no explicit mention of the tenant's duty to pay for a sewer or water connection, I accept the landlord's undisputed testimony that the tenant had an obligation to pay these items under an oral agreement between the parties. I also find the invoice in the tenant's name to support the landlord's argument that sewer and water were due under the agreed upon terms of the tenancy. As the tenant vacated the property on July 31, 2017, I find the tenant is responsible for all items unpaid on this invoice up to this date. I award the landlord the entire amount sought in his monetary award.

As the landlord was successful in his application, he may recover the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary award of \$2,105.52 in satisfaction for the entire amount sought by the landlord with a return of the filing fee.

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 24, 2018

Residential Tenancy Branch