



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The landlord's agent and counsel attended the hearing via conference call and provided testimony on behalf of the landlord. The tenants did not attend or submit any documentary evidence. The landlord provided undisputed testimony that the tenants were served with the original notice of hearing package and the submitted documentary evidence twice, first via Canada Post Registered Mail on December 19, 2018 and again via Canada Post Regular Post on the same date. I accept the undisputed evidence of the landlord and find that the tenants were properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on March 1, 2013 on a 1 year fixed term and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated February 25, 2013. The monthly rent was \$1,400.00 payable on the 1st day of each month. No security deposit was paid.

The landlord clarified the request for compensation in a monetary order for \$459.94 Unpaid Utilities, City of Penticton which consists of unpaid electricity and water. The landlord submitted a copy of a letter from the local municipality dated September 19, 2017 which confirms that the utility account for the named rental property in the name of the tenant, C.K. for services were finalized as of 01/06/2017. It notes the final bill amount of \$463.67 as overdue. The landlord clarified that this amount was for unpaid electricity and water charges placed against the property as the tenants failed to pay these charges. A review of the letter shows a handwritten notation which states in part, a \$20.00 payment by the tenant lowering the amount to \$443.67 plus interest of \$16.27 accrued for non-payment. No details for the interest were provided.

In support of this claim the landlord submitted copies of:

Signed Tenancy Agreement dated February 25, 2013

Signed Addendum to the Tenancy Agreement

Signed and dated letter from the local municipality dated September 19, 2018

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, I accept the undisputed testimony of the landlord and find that outstanding utilities were unpaid at the end of tenancy based upon the landlord's submission of the

letter dated September 19, 2017. I accept the landlord's undisputed testimony that this amount was applied against the property for the owner and that the landlord provided undisputed evidence that utilities for the rental property were the sole responsibility of the tenant as per the signed tenancy agreement. The landlord provided undisputed evidence that a \$20.00 payment was made by the tenant and that \$16.27 in interest had accrued for non-payment for the total of \$459.94 as claimed.

As the landlord has been successful, I grant the landlord recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$559.94.

This order must be served upon the tenants. Should the tenants fail to comply with the order, the 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: April 15, 2019

Residential Tenancy Branch