



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The landlords applied for:

- a monetary order for unpaid utilities, pursuant to section 67 of the *Act*; and
- recovery of the filing fee, pursuant to section 72 of the *Act*.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 2:06 P.M. to enable the tenant to connect with this teleconference hearing scheduled for 1:30 P.M. The landlords NH and LH attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions.

I accept NH's ("the landlord") testimony that the tenant was served with the notice of hearing and evidence ("materials") by registered mail on September 06, 2019, in accordance with section 89 (1)(d) of the *Act* (the tracking number is reproduced on the cover of this decision). The materials were sent to the address provided in this Application.

Section 90 of the *Act* provides that a document served in accordance with Section 89 of the *Act* is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find the tenant is deemed to have received the materials on September 11, 2019.

Issues to be Decided

- Are the landlords entitled to a monetary order for unpaid utilities pursuant to section 67 of the *Act*?

- Are the landlords entitled to the recovery of the cost of the filing fee under the *Act* pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the accepted evidence and the testimony of the landlords, not all details of the submissions and arguments are reproduced here. The relevant and important aspects of the landlords' claims and my findings are set out below.

The landlord testified:

- The tenancy started on April 01, 2018 and ended on May 31, 2019. Monthly rent was \$1,700.00, due on the first day of the month.
- At the outset of the tenancy a security deposit of \$850.00 was collected and the landlord no longer holds it;
- The tenant is obligated to pay for water, sewage and garbage ("utilities");
- On July 17, 2019 the current tenant received a utility bill showing the balance from the last bill of \$986.75 remained outstanding.
- On December 11, 2019, the current tenant received another utility bill showing the previous bill of \$986.75 remains unpaid.

The landlords submitted into evidence the tenancy agreement, e-mails exchanged with the tenant requesting payment of outstanding utility bill, the move-out inspection report and the utility bill.

The tenancy agreement indicates rent does not include utilities and the tenant is responsible for them.

Analysis

Based on the tenancy agreement and landlord's uncontested testimony, I find the tenant was obligated under the tenancy agreement to pay for utilities and failed to do so.

As the tenant failed to comply with the tenancy agreement and the landlord demonstrated the value of the unpaid utilities, I award the landlords \$986.75.

As the landlords were successful in this application, I find the landlords are entitled to recover the \$100.00 filing fee paid for this application, pursuant to section 72 of the Act.

Conclusion

Pursuant to sections 67 and 72 of the Act, I grant the landlords a monetary order in the amount of \$1,086.75 for unpaid utilities and for the recovery of the filing fee for this Application.

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: January 10, 2020

Residential Tenancy Branch