



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution wherein they sought monetary compensation from the Landlord for propane left at the rental unit, as well as recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on January 23, 2020. The hearing was conducted by teleconference at * on *2019.

Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

The parties confirmed their email addresses during the hearing as well as their understanding that this Decision would be emailed to them.

Issues to be Decided

1. Are the Tenants entitled to monetary compensation from the Landlord?
2. Should the Tenants recover the filing fee paid for their Application?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement confirming that this tenancy began August 1, 2017. The monthly rent was \$1,180.00 and the Tenants paid a security deposit of \$600.00.

In support of their claim, the Tenant E.K., testified as follows.

The Tenant stated that the rental unit is a single-family dwelling which is heated with wood heat. She confirmed that the cooking stove ran on propane. On August 9, 2017 the Tenants had the propane tank filled as it was empty when they moved in; she confirmed that she had to cook on a cook stove as the tank was completely empty. The Tenant stated that she looked at the gauge at the time and it was at 0.

The Tenant stated that propane tanks are to be filled to 80% only. At that time the Tenants put in \$1,300.00 worth of propane.

When the tenancy ended on July 28, 2018 the Tenants took photo and video evidence of the volume indicating the propane tank was at 65% capacity. Accordingly, the Tenant sought the sum of \$1,056.25 calculated as follows:

$$\frac{\$1,300.00}{80\%} = \frac{\$1,056.25}{65\%}$$

In the claim before me the Tenants sought monetary compensation for \$1,056.25 representing the amount of propane left in the tank at the end of the tenancy.

The Tenant stated that she sent two emails to the Landlord about this and he did not respond. The emails were provided in evidence.

The Landlord responded to the Tenants' claims as follows.

He confirmed that he opposed the Tenants' claim as he believed they owed a similar amount for unpaid hydro and a chainsaw they removed from the property.

He further confirmed that the propane tank was empty at the time the tenancy began. He further confirmed that the Tenants paid the \$1,300.00 cost of filling the propane tank. He confirmed that it is his understanding that propane tanks can only be billed to 80%.

Although he initially stated that he disputed that the tank was at 65% (as he was unsure if the gauge was accurate) he later stated that this seemed reasonable. When I asked him to confirm that he agreed approximately \$1,056.38 worth of propane was left in the tank he confirmed that he agreed to this figure.

Analysis

In this section reference will be made to the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the *Residential Tenancy Policy Guidelines*, which can be accessed via the Residential Tenancy Branch website at:

www.gov.bc.ca/landlordtenant.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Tenants have the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

After consideration of the testimony and evidence before me I find as follows.

The undisputed evidence is that the propane tank was empty when the tenancy began. Further, it was undisputed that the Tenants filled the tank to 80% capacity at a cost of \$1,300.00.

I accept the Tenants' evidence that when the tenancy ended the tank was at 65%. I further accept the Tenants' calculations that \$1,056.25 remained in the tank to the Landlord's benefit. Although the Landlord felt he should not be required to compensate the Tenants for the propane due to the fact that he alleged they did not pay the electrical utility and removed his chainsaw, he did not dispute the Tenants' evidence in terms of the amount left in the tank to his benefit.

As noted during the hearing the Landlord cannot make a claim through the Tenants' Application; if he believes he is entitled to monetary compensation from the Tenants he must file his own Application for Dispute Resolution.

I therefore find the Tenants are entitled to monetary compensation in the amount of \$1,056.25 for the propane and \$100.00 for the filing fee for a total of **\$1,156.25**.

Conclusion

The Tenants are granted a Monetary Order in the amount of **\$1,156.25** for propane they left at the rental unit, and the filing fee paid for their Application. They must serve this Order on the Landlord and may file and enforce the Order in the B.C. Provincial Court (Small Claims Division).

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 23, 2020

Residential Tenancy Branch