



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, FFL

Introduction

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

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution, notice of hearing and all evidence (the “Materials”) by registered mail on October 16, 2019 in accordance with Section 89 of the Act. Postal evidence indicates that the mail was unclaimed. 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 that the Tenants are deemed to have received the Materials on October 21, 2019 regardless of them not collecting the mail. The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to unpaid water utilities?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on October 1, 2016 and ended June 30, 2019. Rent during the last year of the tenancy was \$2,500.00 payable on the first day of each month. The Landlord received the Tenants' forwarding address on July 6, 2019 and subsequently returned the security deposit of \$1,225.00 and pet deposit of \$1,225.00 to the Tenants. The tenancy agreement sets out that the utilities are not included in the rent. The addendum to the agreement provides that utilities include water, sewer and garbage. The water bills were mailed directly to the rental unit in the Landlord's name however the Tenants did not pay these bills. The Landlord did not realize that the water bills were unpaid until it discovered an unpaid bill at the rental unit. This bill was for the period October to December 2018 and the Tenants then paid this bill. The Tenants did not pay any other water bills during the tenancy. The Landlord attempted to negotiate a settlement of the claim after the end of the tenancy resulting in the delay of its application to claim compensation. The Landlord provides copies of all unpaid water bills for the tenancy period and claims \$1,755.31.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence that the Tenants were obliged to pay the water bills during the tenancy under the terms of the tenancy agreement and given the undisputed evidence of unpaid water bills, I find that the Landlord has substantiated an entitlement to **\$1,755.31**. As the Landlord's claim has met with success I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,855.31**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,855.31**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: February 06, 2020

Residential Tenancy Branch