



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on June 22, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss under the Act; and,
- to recover the cost of the filing fee.

The Landlord attended the hearing. The Tenants did not attend the hearing. The Landlord stated that she sent the Tenants a copy of the Notice of Hearing and evidence by registered mail on June 1, 2020, to the forwarding address they provided. The Landlord provided proof of service into evidence. Pursuant to section 89 and 90 of the Act, I find the Tenants are deemed to have received these documents on June 6, 2020, the fifth day after their mailing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for damage or loss under the Act?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

During the hearing, the Landlord testified that the Tenants moved out of the rental unit around April 3, 2020. The Landlord stated that the Tenant failed to pay their utility bills for the last several months of the tenancy. The Landlord provided a copy of the tenancy agreement which specifies that electricity bills are not included in rent. The Landlord stated that the electricity for the whole property is under their name and they pay a portion, and the Tenant pays a portion of the overall bill. The Landlord stated that they had a usage meter installed on their barn, which is the part they use, and they deduct this usage from the overall bill each month, and the Tenants have to pay the remaining amount, after the Landlord's usage is deducted. The Landlord stated that since the barn they use is the only other building or rental unit on the property, that it is a simple calculation, based on the reading for the sub-meter.

The Landlord provided a copy of the electricity bills for the period of November 7, 2019, until January 7, 2020. The overall bill was \$1,027.22, but after removing their usage for the barn, then Tenants owed \$564.89. A copy of the bill was provided for January 8 – March 6, 2020, and the total amount on that bill was \$937.61, with the Tenants amount being \$581.22. The Landlord is not seeking the amounts owing for March 7 till the Tenants moved out in April.

### Analysis

In this instance, the burden of proof is on the Landlords to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

The tenancy agreement provided into evidence shows that the electricity charges are not included in monthly rent. The Landlord explained that this amount is split between the rental unit, and a garage space. I accept that the Landlord have installed a sub-meter and are able to isolate their usage, and remove it from the overall bill, which leaves the Tenants amount owing. I find there is sufficient evidence to show that the Tenants owe \$564.89 for November 7, 2019, until January 7, 2020, as well as \$581.22 for January 8 – March 6, 2020. I award both of these amounts in full.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I find the Landlord is entitled to a monetary order in the amount of \$1,246.11.

### Conclusion

The Landlord is granted a monetary order in the amount of \$1,246.11, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: June 22, 2020

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Residential Tenancy Branch