



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Code MNR, MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid utilities and to recover the cost of the filing fee.

The landlords attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlords testified the Application for Dispute Resolution and Notice of Hearing were served on the tenant in person on May 27, 2020. I find that the tenant has been duly served in accordance with the Act.

The landlords appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Are the landlords entitled to a monetary order for unpaid utilities?

### Background and Evidence

The tenancy began in April 2019. Rent in the amount of \$820.00 was payable on the first of each month. The tenant did not pay a security deposit. The landlord stated that the tenant gave notice to end the tenancy for June 30, 2020; however, the tenant has removed their belongings, so they are uncertain if they are gone. Court was completed.

The landlords claim as follows:

a.	Unpaid utilities	\$ 1,229.29
b.	Filing fee	\$ 1000.00
	<b>Total claimed</b>	<b>\$1,329.29</b>

The landlords testified that the tenant was required to pay for the natural gas. The landlords stated that the tenant makes promises to pay; however, they have not paid. The landlords stated that they have provided a copy of the utilities for January, February, March and April 2020, which show the amount owed is \$900.29. The landlords stated that they contact the natural gas company and were informed the estimated cost for May and June 2020, was \$160.00 for each month. The landlords seek to recover the cost of unpaid utilities in the amount of \$1,229.29. Filed in evidence is a copy of the invoice, and text messages.

The landlords at the hearing request that an order be made that was not subject to the hearing. The landlords stated that there is an issue with an electricity box sparking. The landlords stated that they had arranged with the tenant and the electrician to attend on Monday, June 22, 2020; however, the tenant informed them not to come and the electrician was cancelled. The landlords stated this is putting the property at risk.

The landlords stated that they would like an order that the electrician can attend on Thursday, June 25, 2020, so they can inspect the problem and if necessary, make the repairs.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or 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 landlords have the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant 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.

I accept the undisputed testimony of the landlords that the tenant has failed to pay their utilities. I find the tenant has breach the Act, and the landlords suffered a loss. Therefore, I find the landlords are entitled to recover the utilities in the amount of \$1,229.29.

I find that the landlords have established a total monetary claim of **\$1,329.29** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlords an order under section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

**I also find it appropriate to make the following order**, I find it not prejudicial to the tenant as this is a safety issue and put the property at significant risk. I also note the tenant is not living in the property, although they have the rights to possession the rental until June 30, 2020.

- I authorize the landlords and their electrician to attend the rental unit on June 25, 2020, to inspection the electrical components of the rental unit. The tenant cannot interfere with the landlords right to access under this Order.
- I further authorize the landlords and the electrician to enter the premise for the above inspection or repair on any subsequent day, if two hours clear notice is given to the tenant. The landlord can post this on the door or send the notice by email. I waive the three days deemed service provisions under the Act. The

tenant is deemed served at the time it is posted or emailed. The tenant cannot interfere with the landlords right to access under this Order.

Should the tenant interfere with the landlords right to make the above inspection or repair and the landlords suffered a loss as a result, the tenant is on notice that they will be responsible for those losses.

### Conclusion

The landlords are granted a monetary order in the above noted amount. The landlord is authorized to access the rental unit to inspect and have repairs made that are deemed necessary.

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 23, 2020

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Residential Tenancy Branch