



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFT, CNR, CNE, OLC, RP, MNDCT

### Introduction

The tenant filed an Application for Dispute Resolution on December 15, 2020 for the following:

- a cancellation of the One-Month Notice to End Tenancy for Cause issued by the landlords on November 29, 2020;
- a cancellation of the 10-Day Notice to End Tenancy for Unpaid Rent issued by the landlords on November 29, 2020;
- an order that the landlords comply with the legislation and/or the tenancy agreement;
- an order providing that the landlords make repairs to the unit, site, or property;
- compensation for monetary loss or other money owed;
- reimbursement of the filing fee for their Application.

The landlords (herein after the “landlord”) and the tenant both attended the hearing to speak to the issues at hand. Both parties confirmed receipt of the documentary evidence prepared by the other in advance of the hearing. On this basis, the hearing proceeded.

### Preliminary Matters

At the start of the hearing the tenant provided that they already moved out from the unit. This was at the end of January, virtually one month prior to this hearing. The tenant stated they did not agree with the notices to end tenancy the landlord served previously; however, they felt it necessary to move out due to the deteriorating relationship. This

was one month past the tenancy end date provided by the landlord on the notices. The landlord confirmed the tenant left, albeit without proper notice.

Given that the tenancy has ended, the validity of each of the notices to end tenancy issued by the landlord is not at issue. There is also no need for a decision on the request for repairs, or the landlord's compliance with the legislation and/or tenancy agreement. For this reason, these pieces of the tenant's Application are dismissed without leave to re-apply.

### Issues to be Decided

- Is the tenant entitled to a monetary order for monetary loss or other money owed, pursuant to section 67 of the *Act*?
- Is the tenant entitled to recover the filing fee for this Application, pursuant to section 72 of the *Act*?

### Background and Evidence

The tenant provided a copy of the tenancy agreement that both parties signed on March 24, 2019 for the tenancy starting on April 1, 2019. The rent amount of \$2,000 per month did not include the water, electricity, or heat utility amounts.

In the hearing, the tenant stated there was no written agreement about the payment of utilities – there was “nothing written down.” There was a rate of 30% for the other tenant downstairs, leaving them monthly with the 70% amount to pay.

The tenant requests the amount of \$374.07. These are utility amounts outstanding from July through to November 2020. In the hearing they stated they sent these bills on to the landlord, as was the accepted practice throughout the tenancy. They provided a video that shows them mailing these bills to the landlord.

The landlord verified that it was the practice for the tenant to give the billing information – i.e., the amount – to the landlord, and the landlord would ask the other tenant to pay. The landlord presented that the unit downstairs where the other tenant resides was empty since beginning October; therefore, no utilities were being used since that time.

The tenant provided that their claimed amount total was for old bills from when the other tenant was residing in the downstairs unit. This is the amount for what the downstairs tenant did not pay. The tenant provided copies of bills for the months in question, showing their calculation of the 30% amount, and adding up each total for that amount of \$374.07.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I find what the tenant presents here are bill amounts that they did not pay for. There is no evidence of any payment from them in the form of receipts or bank transaction records. I find they are claiming these as amounts that are still needing to be paid, as a measure of surety against any request for them to pay.

I find this is not a monetary amount that is owing from any breach by the landlord. Moreover, I find there is no loss to the tenant here. It is up to the landlord to recoup any expenses owing from the other tenant on their own.

From this, I dismiss the tenant's claim for monetary compensation. Because the tenant was not successful in their Application, there is no award for the Application filing fee.

### Conclusion

For the reasons above, I dismiss the tenant's Application in its entirety. The tenant does not have leave to reapply.

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: March 8, 2021

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Residential Tenancy Branch