



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL, 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 unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s undisputed evidence that the Tenant resides at and operates a business from the address set out in the Landlord’s application. I further accept that the Tenant was served at that address with the application for dispute resolution, notice of hearing and all evidence (the “Package”) by registered mail on January 9, 2021 in accordance with Section 89 of the Act. 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 supported evidence of registered mail I find that the Tenant is deemed to have received the Package on January 14, 2021. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy under written agreement started on June 8, 2018 and ended on June 30, 2019. Rent of \$4,100.00 was payable on the 8<sup>th</sup> day of each month. No security deposit was collected. Hydro and cable costs are not part of the rent and are payable by the Tenant. The hydro and cable bills are in the Landlord and Co-Landlords' names. The Landlord submits a monetary order worksheet detailing the following costs being claimed.

The Tenant owed hydro cost arrears accruing from the start of the tenancy and failed to pay hydro costs for the period February 23 to June 24, 2019. The Landlord claims \$5,928.96 and provides the bills for the period February 23 to June 24, 2019.

The Tenant owes cable costs from June 8, 2019 forward. The Landlord claims \$98.56 and provides a bill for the period June 8 to July 7, 2019.

### 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 Landlord's undisputed evidence that the Tenant failed to pay hydro and cable costs as required under the tenancy agreement and given the supporting evidence of the bills I find that the Landlord has substantiated an entitlement to unpaid hydro costs of **\$5,928.96**. As the tenancy ended on June 30, 20219 I find that the Landlord has substantiated cable costs for the period June 8 to June 30, 2019 of **\$75.67** ( $98.56/30=3.29$  per day;  $23 \text{ days} \times 3.29 = 75.67$ ).

It is noted that the Landlord's application set out a claim for unpaid rent however the Landlord did not raise this claim at the hearing, and it was not included in the monetary order worksheet. If this was an unintended omission, the Landlord has leave to reapply for this claim.

As the Landlord's claims have been successful, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$6,104.63**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$6,104.63**. 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: May 10, 2021

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Residential Tenancy Branch