



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord 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 landlord’s agent attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

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

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on July 8, 2021, Canada post tracking numbers were provided as evidence of service.

The Canada post online history show that the package was successfully delivered to the tenant JP on July 14, 2021. The Canada post online history show that the package was successfully delivered to the tenant HD on July 15, 2021. I find that the tenants have been duly served in accordance with the Act.

The landlord’s agent 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.

Issue to be Decided

Is the landlord entitled to a monetary order for unpaid utilities?

Background and Evidence

The tenancy began on September 1, 2019. Rent in the amount of \$2,275.00 was payable on the first of each month. The tenants paid a security deposit of \$1,137.50. The tenancy is ongoing. Filed in evidence is a copy of the tenancy agreement.

The landlord's agent testified that the tenants are responsible to pay for the fortis gas. The agent stated that the tenants did not pay for the utility and it was transferred to the landlord's account. Filed in evidence is a copy of the Fortis invoice.

The landlord's agent testified that they have talked to the tenants and they have indicated that they want to pay the amount owed; however, they just don't have the money. The landlord seeks to recover the cost of the Fortis gas transferred to their account in the amount of \$553.07.

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 landlord has 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 landlord's agent that the tenants failed to pay their Fortis gas account and it was transferred to the landlord. This is support by the invoice as it shows this as a transfer posting. I find the tenants have breached their

tenancy agreement as this is a utility, they are responsible to pay. Therefore, I find the landlord is entitled to recover the unpaid utility in the amount of \$553.07.

I find that the landlord has established a total monetary claim of **\$653.07** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlord a formal order pursuant to section 67 of the of the Act.

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

### Conclusion

The landlord is granted a monetary order in the above noted amount.

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: December 08, 2021

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Residential Tenancy Branch