



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NBI New Beginnings Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **MNRL, MNDCL, FFL**

### **Introduction**

This hearing dealt with an application by the corporate landlord pursuant to the Residential Tenancy Act ("the Act") for orders as follows:

- for a monetary order for unpaid rent/utilities pursuant to section 67 of the Act
- for a monetary order for compensation pursuant to section 67 of the Act
- for reimbursement of the filing fee pursuant to section 72 of the Act

Both parties attended the hearing with the landlord appearing by agents RLP and SP. The tenant MS, appeared for herself, along with a witness RG.

The parties confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The tenants confirmed receipt of the Dispute Notice dated October 21, 2022, and the landlord's materials in support of their application, with the exception of the move in condition inspection report ("CIR"). Service complies with sections 88 and 89 of the Act.

The tenants advised that they did not serve the landlord with their materials in accordance with the Act, therefore the tenants' written documents will not be considered.

### **Issue(s) to be Decided**

1. Is the landlord entitled to a monetary order for unpaid rent?
2. Is the landlord entitled to a monetary order for compensation?
3. Is the landlord entitled to recover the filing fee for this application?

### Background and Evidence

The subject rental property is a single detached dwelling with two rental units, upstairs and downstairs. The tenant MS initially occupied the downstairs rental unit and was unclear about when her tenancy in that unit started. On August 31, 2022 the tenants signed a tenancy agreement for the entire residence that included both the upstairs and downstairs units. Rent was \$3,000.00 per month. The landlord still holds a security deposit of \$1,600.00 and a pet deposit of \$200.00 in trust. The tenant vacated the rental unit in October 2022.

It is not disputed that the tenants failed to pay \$1,800.00 in rent for the month of October and asked the landlord to apply the security and pet deposits towards rent. The landlord advised the tenants that they could not use the security and pet deposits for rent. The landlord also stated that the tenants owed \$1,318.00 in unpaid utilities and they wish to recover their payment of the utilities. Utilities were not included as part of rent in the tenancy agreement, The tenant did not dispute that they owed utilities but stated the last time they received a bill for utilities was in January 2022, so they were not aware of the outstanding utilities. The landlord produced a bill for utilities in evidence. The landlords have applied for a monetary award in the amount of \$3,218.00 representing the unpaid rent and utilities.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. As noted in Policy Guideline #16, in order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove their entitlement to a claim for a monetary award.

The undisputed evidence is that the tenants owe \$1,800.00 in rent for October 2022. Therefore, I find that the landlord is entitled to compensation for \$1,800.00 in unpaid rent. The landlord also claimed \$1,318.00 in unpaid utilities. The tenant did not dispute that they owed utilities. The utilities bill produced in evidence by the landlord shows an

outstanding balance of \$772.18. There is only one bill in evidence. The landlord made reference in her evidence to the remainder claimed of \$545.82 as being prorated to the end of October, 2022 but did not provide a full explanation or any further evidence of how the remainder of the utilities were prorated. I find based on the evidence that the landlord is entitled to compensation in the amount of \$772.18.

Having been partially successful in their application, the landlord is also entitled to recover their filing fee for their application. Using the offsetting provisions contained in section 72 of the *Act*, I allow the landlord to retain the tenant's security deposit and pet deposit in partial satisfaction for a return of the filing fee.

### Conclusion

The landlord is entitled to a monetary order of \$872.18 as follows:

Item	Amount
Rent	\$1,800.00
Utilities	\$772.18
Filing fee	\$100.00
Security deposit	(\$1,600.00)
Pet deposit	(\$200.00)
<b>Total</b>	<b>\$872.18</b>

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: January 4, 2023

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Residential Tenancy Branch