



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### 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, for damages to the unit and to recover the filing fee from the tenant.

The landlord 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 landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on September 29, 2016 a Canada post tracking number was provided as evidence of service. The landlord stated the package was returned unclaimed..

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act. The tenant should not refusal or neglect to pick up the package is not grounds for review.

The landlord appeared gave affirmed 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

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

### Background and Evidence

The tenancy began on April 15, 2014. Rent in the amount of \$1,150.00 was payable each month. The tenant paid a security deposit of \$575.00. The tenant gave the

landlord written permission to retain the security deposit. The tenancy ended March 31, 2016.

The landlord claims as follows:

a.	Unpaid utilities from February 2016 to March 31, 2016	\$1825.38
b.	Damage blind	\$172.05
c.	Total owing	\$1,997.43
d.	Less security deposit of \$575.00	\$1,422.43
e.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$1,422.43</b>

The landlord testified that the tenant did not pay the utilities as required. The landlord stated the tenant caused damage to a blind. The landlord stated that the tenant signed a promissory note to pay the outstanding amount. Filed in evidence is a copy of the promissory note.

### 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. In this case, both parties have the burden of proof to prove their respective 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 evidence of the landlord that the tenant failed to pay the utilities as required. I further accept the tenant caused damage to a blind. This is supported by the promissory note signed by the tenant.

I find that the landlord has established a total monetary claim of **\$1,522.43** comprised of the above described amounts and the \$100.00 fee paid for this application.

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.

Conclusion

The landlord is granted a monetary order.

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 17, 2017

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Residential Tenancy Branch