



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on March 14, 2023. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing. The Landlord stated that he sent the Tenant a copy of the Notice of Dispute Resolution Proceeding and evidence by email on July 15, 2022. The Landlord stated that he has used email as a means of communication with the Tenant throughout the tenancy, and the Landlord stated that the Tenant consented to using email as a means for information exchange, early on in the tenancy. The Landlord provided screenshots of emails between the parties to show that the Tenant was actively using her email address as recently as June 10, 2022. The Landlord stated that the Tenant never replied to the email he sent containing the Notice of Dispute Resolution Proceeding. Given the recent history of communication between the parties, via email, I am satisfied the Tenant has been sufficiently served with the Notice of Dispute Resolution Proceeding and evidence, via email. I make this finding pursuant to section 71(2)(b) and 71(2)(c) of the Act.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for rent or for damage or loss under the Act?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord stated that the monthly rent was set at \$1,400.00 and was due on the first of the month. The Landlord explained that the Tenant abandoned the rental unit on May 1, 2022, and when she left, she did not provide any forwarding address or any means to communicate, other than email. The Landlord holds a security deposit of \$600.00.

The Landlord stated that the Tenant failed to pay any rent for March or April 2022, and owes \$2,800.00 for these months. Further, the Landlord explained that the Tenant also failed to pay the BC Hydro utilities for March and April, and Fortis Gas bills for February, March, and April 2022. Copies of the bills were provided into evidence. The Landlord stated that the Tenant was responsible for 50% of the utility bills as this was split between the upper and the lower unit in the house. Totals for the above noted utility bills are \$451.48 for the Tenant's portion.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent (security deposit overpayment, emergency repairs paid for by the Tenant, illegal rent increases, or another Order by an Arbitrator).

I am satisfied the Tenant failed to pay \$2,800.00 in rent for March and April 2022, and I am not satisfied the Tenant had any legal basis to withhold the rent. I award this in full.

With respect to the Landlords request to be reimbursed for the utility bills, I am satisfied, based on the undisputed testimony and evidence, that the Tenant owes and has failed to pay \$451.48 in utility bills over the last few months of the tenancy, as per the bills provided into evidence. I award this item, in full.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with his application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

Item	Amount
Utilities	\$451.48
Lost Rent	\$2,800.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$3,351.48
LESS: Security Deposit	\$600.00
Total Amount	\$2,651.48

Conclusion

The Landlord is granted a monetary order in the amount of **\$2,651.48**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: March 15, 2023

Residential Tenancy Branch