

DECISION

Dispute Codes

MND, MNR, MNSD, MNDC, FF

Introduction

This was an application by the landlord for a monetary order for \$24,300 comprising of unpaid rent, loss of revenue and damages to the rental unit , and to retain the security deposit of \$900 in partial satisfaction of the monetary claim.. The hearing was conducted by conference call.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing in person on May 28, 2010.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy ended May 10, 2010. Rent had been payable at \$1600 per month. At the outset of the tenancy the landlord collected a security deposit of \$900. When the tenant vacated the rental unit they owed rent for March \$100, April \$1600 and May \$1600. The landlord claims loss of revenue for June as the rental unit was not re-rentable due to damage purportedly caused by the tenant before vacating.

The balance of the landlord's claim is supported by a single spreadsheet of costs and expenses which is inadequate information upon which to support such a claim or upon which an Arbitrator can base a finding of an award.

Analysis

I accept the landlord's testimony as establishing that they are owed unpaid rent in the amount of **\$3300** representing the rent for March, April and May 2010. The security deposit held by the landlord will be used to offset this award.

In order to justify payment of damages under sections 67 of the *Act*, the Applicant is required to prove that the other party did not comply with the *Act* and that the non-

compliance resulted in costs or losses to the Applicant pursuant to section 7 of the Act. It is important to note that in a claim for damage or loss under the *Act*, the party claiming the damage or loss, in this case the landlord, bears the burden of proof and the evidence furnished by the Applicant must satisfy each component of the test below:

1. Proof that the damage or loss exists
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the *Act* or agreement
3. Verification of the Actual amount required to compensate for loss or to rectify the damage
4. Proof that the claimant followed section 7(2) of the *Act* by doing whatever is reasonable to minimize the damage or loss

Section 67 of the *Act* grants a Dispute Resolution Officer the authority to determine the amount and to order payment under these circumstances.

In this matter, the landlord has not met the evidentiary test for damage and loss claim: has not provided sufficient evidence for their claim. As a result, **I dismiss** this portion of the landlord's claim, without leave to reapply.

As the landlord's claim had partial merit, I grant the landlord partial recovery of their filing fee for their application in the amount of **\$50**, for a total entitlement of **\$3350**.

Conclusion

I order that the landlord retain the security deposit of \$900 in partial satisfaction of the monetary claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$2450**. 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 *Residential Tenancy Act*.
