



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNSD, MNR, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution for an Order for unpaid rent, an Order to keep all or part of the security deposit, and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing on November 5, 2010, by registered mail, the Tenant did not appear.

The Landlord's Agent appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Has the Tenant breached the *Residential Tenancy Act* (the "Act") or tenancy agreement, entitling the Landlord to an Order for monetary relief?

### Background and Evidence

This tenancy ended some time during the month of October 2009, pursuant to an Order of Possession issued by the Residential Tenancy Branch, dated October 22, 2009. A security deposit of \$270.00 was paid on July 1, 1997.

The testimony by the Landlord's Agent demonstrated that the Tenant vacated the rental unit without notice and without leaving a forwarding address. Further the evidence and testimony demonstrates that the Tenant did not attend a move out inspection and the inspection proceeded in her absence.

The Landlord's Agent testified that the Landlord did not learn of the Tenant's forwarding address until receiving a request for a refund of the security deposit, dated October 22, 2010, from the Tenant.

The Landlord's Agent testified and supplied evidence that the Tenant had failed to pay rent for September and October 2009, in the amount of \$604.00 each month.

### Analysis

Based on the testimony, evidence, and 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, based on a balance of probabilities.

First, proof that the damage or loss exists, secondly, that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement, thirdly, to establish the actual amount required to compensate for the claimed loss or to repair the damage, and lastly proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Through the testimony and evidence, I find that the Landlord has established a total monetary claim of **\$1,258.00** comprised of outstanding rent of \$1,208.00 for September and October 2009 and the \$50.00 fee paid by the Landlord for this application.

I **order** that the Landlord retain the security deposit of \$305.26 in partial satisfaction of the claim and I **grant** the Landlord an order under section 67 for the balance due of **\$952.74**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order in the amount of \$952.74.

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 07, 2011.

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Residential Tenancy Branch