



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord seeking a Monetary Order for unpaid rent, for damage to the unit, for money owed or compensation for damage or loss under the Act, and to recover the cost of the filing fee from the Tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail February 1, 2011, the Tenant did not appear.

The Landlord appeared, gave affirmed testimony, and was provided the opportunity to present her evidence orally, in writing, and in documentary form.

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.

As a preliminary issue, the Tenant submitted documentary evidence prior to the hearing; however the Tenant failed to appear and the Landlord testified that she did not receive the evidence. Therefore, I have not considered the Tenant's evidence.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order under sections 67 and 72 of the *Residential Tenancy Act* (the "Act")?

Background and Evidence

There is no written tenancy agreement, but testimony from the Landlord indicates that this month to month tenancy began on July 9, 2009, ended on October 9, 2010, monthly rent was \$1,000.00, and a security deposit of \$500.00 was paid in July 2009.

The Landlord's claim is for the following:

Oct 2009 unpaid rent	\$105.00
Aug 2010 unpaid rent	\$1,000.00
Sept 2010 unpaid rent	\$1,000.00

Unpaid hydro	\$404.08
Filing fee	\$50.00
Total	\$2,859.08

In support of her claim, I heard testimony from the Landlord that the Tenant informed the Landlord she would be moving out at the end of September 2010; however, according to the Landlord, the Tenant failed to remove her belongings. The Landlord testified that it was necessary to change the door locks to secure the premises.

The Landlord testified that the Tenant customarily paid the hydro bill, but left owing the bill for August through September 2010.

The Landlord testified that she has had some problems during the course of the tenancy in being paid the full amount of rent, and that she failed to pay rent at all in August and September, 2010.

The Landlord mentioned damages to the rental unit, but stated she did not provide documentation in support of the same due to her belief she could use the security deposit.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find as follows:

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In the absence of evidence by the Tenant, I accept the testimony of the Landlord regarding unpaid rent and I **find** the Landlord has established a **monetary claim** of **\$2,405.00** for unpaid rent during the tenancy.

I find that the Landlord did not submit proof to establish the actual amount of the hydro bill or proof that the Tenant was to pay the hydro bill. This could have been established through a written tenancy agreement and a copy of the hydro bill. Therefore I **dismiss** the Landlord's claim for unpaid hydro in the amount of \$404.08.

As the Landlord did not submit sufficient documentary evidence of any damage to the rental unit, I dismiss her claim for damages.

I find that the Landlord has succeeded in large part and that she should recover the filing fee from the Tenant.

I allow the Landlord to retain the security deposit in partial satisfaction of the claim.

Monetary Order – I find that the Landlord has established a monetary claim and is entitled to a monetary order as follows:

Unpaid rent for Oct 09, May '10, Aug '10 and Sep '10	\$2,405.00
Subtotal	<u>\$2,455.00</u>
Less security deposit paid	<u>\$500.00</u>
TOTAL Monetary Order In Favour Of The Landlord	<u>\$1,955.00</u>

The Landlord is hereby granted a monetary Order in the amount of **\$1,955.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

Pursuant to Section 67 of the Act, the Landlord is granted a monetary Order for \$1,955.00.

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 22, 2011.

Residential Tenancy Branch