



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I waited until 9:46 a.m. in order to enable them to connect with this hearing scheduled for 9:30 a.m. The landlords attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlords in attendance (the landlords) testified that they sent the tenants a copy of their original dispute resolution hearing package by registered mail on March 19, 2012. They testified that they sent a copy of their amended application for dispute resolution to both tenants by registered mail on April 17, 2012. They provided the Canada Post Tracking Number to confirm both of these mailings to both tenants. I am satisfied that the landlords served these documents and their written evidence to the tenants in accordance with the *Act*.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenants' security deposit? Are the landlords entitled to recover their filing fee for this application from the tenants?

Background and Evidence

This one-year fixed term tenancy commenced on June 1, 2011. Monthly rent was set at \$1,550.00, payable in advance on the first of each month. The landlords continue to hold the tenants' \$775.00 security deposit paid in full by the end of June 30, 2011.

The landlords' original application for a monetary award of \$1,750.00 included unpaid rent of \$1,550.00 for February 2012, six \$25.00 late fees for a total of \$150.00 as set out in the residential tenancy agreement, and the recovery of the landlords' \$50.00 filing fee for their application. The landlords testified that the tenants vacated the rental unit in late February 2012, without paying any rent for that month. The landlords testified that they obtained vacant possession of the rental unit and the keys by March 1, 2012. The landlords' amended application for a monetary award of \$2,050.00 added the following to their original claim:

- \$100.00 towards a \$150.00 fee they were charged by the strata corporation for this rental unit due to the tenants' failure to return parking passes at the end of their tenancy; and
- \$210.60 in towing charges the landlords incurred due to the tenants' failure to return their parking passes which resulted in the towing of the vehicle of the new tenants who occupied this rental unit shortly after the end of this tenancy.

The landlords entered into written evidence copies of receipts to support their application for a monetary award for the above-noted items.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Based on the undisputed evidence provided by the landlords, I am satisfied that the landlords are entitled to a monetary award of \$2,050.00 for the items claimed in their amended application for dispute resolution. I allow the landlords to retain the tenants' security deposit plus applicable interest to partially offset the amount of this monetary award. No interest is payable over this period. As the landlords have been successful in their application, I find that they are entitled to recover their filing fee from the tenants.

Conclusion

I issue a monetary Order in the landlords' favour in the following terms which allows the landlords to recover unpaid rent, losses arising out of this tenancy and their filing fee, and to retain the tenants' security deposit:

Item	Amount
Unpaid February 2012 Rent	\$1,550.00
Late Charges (6 x \$25.00 = \$150.00)	150.00
Lost Parking Passes	100.00
Landlords' Losses re Towing Costs	201.60
Less Security Deposit	-775.00
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$1,276.60

The landlords are provided with these Orders in the above terms and the tenant(s) must be served with a copy of these Orders as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: April 26, 2012

Residential Tenancy Branch