



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

The Tenant applied on February 8, 2012 for:

1. A Monetary Order for compensation or loss - Section 67; and
2. An Order for the return of all or part of the security deposit – Section 38.

The Landlord applied on February 22, 2012 for:

1. A Monetary Order for damage to the unit – Section 67;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain all or part of the security deposit – Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by posting it on the door on February 23, 2012 in accordance with Section 89 of the Act. The Tenant did not appear and the Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

The Tenant did not appear to advance their claim. As a result, the Tenant's application is dismissed.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on May 16, 2011. Rent in the amount of \$1,350.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$650.00. The Tenants failed to pay rent of \$650.00 in May 2011 and on May 11, 2011 the Landlord served the Tenants with a 10 day Notice to End Tenancy. The Tenants paid the rental arrears although the Landlord states that the payment amounts or timing could not be recalled. The Tenants then failed to pay the amount of \$375.00 rent for June 2011. On June 6, 2011 the Landlord served another 10 day notice to end tenancy. The Landlord believes that the Tenants moved out of the unit by July 4, 2011 as that is when the utilities were disconnected by the Tenants. The Landlord states that the utilities were left unpaid and that the Landlord paid them or they would have been applied to the Landlord's taxes. No receipt of this payment was provided by the Landlord and the utility bill is in one of the Tenant's names. The Landlord claims unpaid rent for June and July 2011 and utilities. The Landlord also states that two windows in the unit were broken however no invoice, photos or other evidence of this damage was provided by the Landlord. A move-in inspection was not completed by the Parties. The unit was advertised after July 15, 2011 and was re-rented for August 1, 2011.5-

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated a monetary entitlement of **\$375.00** for unpaid rent. Further, I also find that the Tenants remained in the unit until July 4, 2012 and caused the Landlord to suffer a loss of rental income of **\$675.00**. Given the lack of corroborating evidence in relation to damages to the unit or unpaid utilities, I dismiss this part of the Landlord's application. As the

Landlord has been partially successful with its claim, I find that the Landlord is entitled to recover half of the filing fee in the amount of **\$25.00** for a total entitlement of **\$1,075.00**. I order the Landlord to retain the security deposit plus interest of **\$650.00** in satisfaction of the claim leaving the amount of **\$425.00** owing by the Tenants to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$650.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$425.00**. 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*.

Dated: April 17, 2012.

Residential Tenancy Branch