



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MND, MNR, MNSD, FF

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on July 24, 2012 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant via registered mail at the address noted on the Application. During the hearing the landlord checked the Canada Post tracking site and determined that the tenant signed accepting the mail on July 25, 2012.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid February 2012 rent in the sum of \$1,200.00?

Is the landlord entitled to compensation in the sum of \$600.00 for damage to the rental unit?

Is the landlord entitled to retain the deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

### Background and Evidence

This 1 year, fixed-term tenancy, commenced on May 1, 2011. Rent was indicated on the agreement as \$1,195.00 per month; however the landlord stated the tenant paid \$1,200.00 per month. A deposit in the sum of \$597.50 was paid. Condition inspection reports were not completed.

A letter written by the tenant dated February 1, 2012, submitted as evidence, indicated the tenant owed \$1,200.00 for February rent.

The tenant did not pay rent owed for February, 2012; he vacated the rental unit on April 30, 2012. A written forwarding address was not provided; but service of documents to the tenant succeeded as the mail was sent to a relation of the tenant's.

The landlord did not set out the claim for damage to the rental unit; no calculation of the claim was supplied with the application.

### Analysis

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.

I find, from the evidence before me and in the absence of the tenant who was served with Notice of this hearing, that the landlord is entitled to compensation in the sum of \$1,200.00 for unpaid February 2012 rent.

In the absence of any detailed calculation of the claim made and, in the absence of any record of the state of the rental unit at the start of the tenancy, I find that the monetary claim for damage to the rental unit is dismissed.

The landlord may retain the deposit in the sum of \$597.50, in partial satisfaction of the claim.

I find that the landlord's application has merit, and I find that the landlord entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the landlord established a monetary claim, in the amount of \$1,250.00, which is comprised of unpaid February 2012 rent and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will retain the deposit in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary Order for \$652.50. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The balance of the landlord's claim is dismissed.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 05, 2012.

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Residential Tenancy Branch