



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This was the hearing of an application by the landlords for a monetary order and an order to retain the security deposit. The landlords filed this application on June 21, 2013 and applied for an order for substituted service upon the tenant. By decision dated June 21, 2013, an arbitrator ordered that the tenant be served substitutionally by personally serving the tenant's employer. The tenant's employer acknowledged that he received the documents on June 23, 2013 and that he would give them to the tenant. Based on the evidence provided, I find that the tenant has been served with notice of this proceeding and has been provided with the landlord's evidence in support of this application. The hearing of the application was conducted by conference call. The tenant did not call in and did not participate in the hearing. The hearing proceeded in his absence.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to an order to retain the tenant's security deposit?

Background and Evidence

The rental unit is a condominium unit in Surrey. The tenancy began on September 15, 2012, for a fixed term ending March 15, 2013. The agreement provided that the tenancy could continue on a month to month basis after the expiry of the fixed term. The monthly rent was \$1,280.00. The tenants paid a security deposit of \$640.00 at the start of the tenancy. The tenants did not pay the full rent in January; they paid only \$1,100.00, leaving a \$180.00 shortfall. The tenants paid only \$640.00 rent for February. The tenants made no other rent payments. They told the landlord that they would move out of the rental unit on March 7th, but they moved out on March 1st without giving any notice and without providing a forwarding address. The landlords testified that the

tenants caused extensive damage to the rental unit. The landlord submitted photographs of what they said was damage caused by the tenants, but they did not submit any invoices for repairs, or any estimates for the cost of repairs. The landlords did not provide any receipts for expenditures. Their sole evidence of repair costs consisted of the landlord's unsupported statement of the items damaged and the amount claimed to repair or replace it; for example they said that a bedroom door was broken: "The door has to be changed and the cost will be \$250." The landlords claimed \$350.00 to replace a dented upper fridge door, but provided no supporting invoice to support the claim. They also said that the floor of the living room was damaged and the cost to replace it will be \$1200, but no supporting documents, estimates or invoices were provided.

The landlords said that the tenants left without participating in a move out condition inspection. The landlord submitted a copy of a move-in inspection report, but it was completed by the landlords and there is no indication that the tenants took part in the inspection; the tenants did not sign the report.

Analysis

The landlords submitted photographs of what they say is damage to the rental unit caused by the tenants, but they provided no independent evidence to support the amounts claimed for repairs. There is no condition inspection report to establish the condition of the rental unit when the tenants moved in. The only condition inspection document was prepared by the landlords without any participation from the tenants.

This is not a case where the damages claimed by the landlords are difficult to quantify, but nonetheless real. The damages can be quantified by proof of the amounts paid or expended for repairs, or based on estimates from contractors or suppliers, but the landlords failed to provide any supporting evidence although they could have done so. The landlords bears the burden of proving on a balance of probabilities that they have suffered loss by the actions of the tenants and the amount of that loss.

I find that the landlord has not submitted documentary evidence to show the condition of the rental unit at the commencement of the tenancy. The landlord has not shown that the items of damage claimed are the responsibility of the tenants and the landlords have not supplied documentary evidence to prove the cost of repairs. Based on the evidence provided, I find that the landlords have shown that they are entitled to a modest amount for the cost of removing items abandoned by the tenants and I allow their claim for disposal costs of \$100.00. The landlords testified that they were not able to re-rent the unit for any part of March and they were only notified in writing on February 26th that the

tenants intended to move out on March 7th. The landlords are entitled to an award for unpaid rent and loss of revenue as follows:

- Unpaid rent for January: \$180.00
- Unpaid rent for February: \$640.00
- Loss of revenue for March: \$1,280.00

Total: \$2,100.00

Conclusion

The total award to the landlords, including the sum for disposal costs is the sum of \$2,200.00. The landlords are entitled to recover the \$50.00 filing fee for their application, for a total monetary award of \$2,250.00. All other claims by the landlord, including claims for repair costs are dismissed without leave to reapply. I order that the landlords retain the \$640.00 security deposit in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$1,610.00. This order may be registered 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: October 15, 2013

Residential Tenancy Branch

