



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNSD, MND, MNR, MND, FF

Introduction

This Dispute Resolution hearing was set to deal with an Application by the landlord for a monetary order for rental arrears and damages for loss of property. Despite being served by registered mail, as confirmed by Canada Post tracking numbers, the respondents did not appear and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for rent and damages?

Background and Evidence

The landlord testified that the tenancy began on July 1, 2013 and ended on October 31, 2013. Rent was \$950.00 per month and a security deposit of \$450.00 and pet damage deposit of \$447.50 are now being held in trust by the landlord.

The landlord testified that the tenant accrued \$597.50 in rental arrears and vacated without paying the balance. The landlord is claiming compensation for this amount. The landlord also testified that the tenant removed two carpets valued at \$45.00. The total monetary claim is for \$642.50 plus the \$50.00 cost of the application.

Analysis

With respect to the rental arrears, I find that section 26 of the Act states that rent must be paid when it is due under the tenancy agreement. In this instance, I find that the tenant's ledger confirms that the tenant did not pay all of the rent when it was due and had accrued arrears of \$597.50. Accordingly, I find that the landlord is entitled to \$597.50 for rental arrears.

With respect to the landlord's claim for damages and loss, it is important to note that in a claim for loss under the Act, the party making the claim bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

- [1] Proof that the damage or loss exists,
- [2] Proof that this damage or loss happened solely because of the actions or neglect of the tenant of the Act or agreement,
- [3] Verification of the actual amount required to compensate for the claimed loss or to rectify the damage, and
- [4] Proof the claimant took steps pursuant to section 7(2) of the Act minimize the loss.

Section 37(2) of the Act states, upon vacating a rental unit, the tenant must leave it reasonably clean and undamaged except for reasonable wear and tear. The landlord is claiming the tenant took two area carpets belonging to the landlord without permission.

I find that the tenancy agreement between these parties makes no mention of carpets included as part of the rental unit. I find the landlord has not sufficiently met the burden of proof to support compensation for missing carpets so this claim must be dismissed.

Accordingly I find the landlord is entitled to compensation of \$647.50, comprised of \$597.50 rental arrears and the \$50.00 cost of the application.

I order that the landlord retain this amount from the funds of \$897.50 being held as the security deposit and pet damage deposit in full satisfaction of the claim, leaving \$250.00 still owed to the tenant as a refund.

I hereby grant a monetary order in favour of the tenant for \$250.00. This order must be served on the landlord and may be enforced in Small Claims Court if necessary.

Conclusion

The landlord's application is partly successful and the landlord is granted a monetary order for rent, damages and the cost of the application.

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: February 13, 2014

