



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNR, MNDC, 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, damage or loss under the Act, compensation for 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 and female tenant were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The tenant confirmed receipt of the landlords' hearing documents and evidence in April 2015. The landlord had obtained the address via mail that was returned to the landlord; the tenants' did not provide a written address at the end of the tenancy. The tenant present at the hearing confirmed that the male respondent was given the hearing documents; he lives at the same address as the female tenant. Therefore, I find that the male tenant has been sufficiently served with Notice of this hearing.

The application set out a claim for unpaid rent. A monetary worksheet set out the total sum for each month's rent owed. The details of dispute section of the application included a global claim for damage to the rental unit; no breakdown of that claim was supplied. A separate claim for labour was indicated in this section of the application. With the exception of labour costs the landlord could not point to a detailed calculation of the claim made outside of rent.

I explained that in the absence of a detailed calculation of the claim for damage I would not hear that portion of the application. A calculation of a claim allows the other party to properly prepare and respond to the claim. In this case that was not possible as only a global sum was provided by the landlord. As the labour claim is closely tied to the claim

for damage the landlord decided to withdraw that portion of the claim. The landlord has leave to reapply for damage to the rental unit and labour costs.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$4,362.00 for unpaid rent?

May the landlord retain the pet and security deposits in partial satisfaction of the claim?

Background and Evidence

The tenancy commenced in 2013; rent is \$1,240.00 due on the first day of each month. A security deposit and pet deposit in the sum of \$650.00 and \$100.00, respectively, were paid.

The parties agreed that the tenancy ended effective October 31, 2014 as the result of an undisputed 1 month Notice ending tenancy for cause.

The landlord submitted a list of rent payments received, via electronic deposit, between January and October 2014. The record supplied by the landlord showed payments made from January to October 2014 in the sum of \$7,850.00. The total rent owed during this time was \$12,400.00; leaving a balance owed of \$4,550.00; less \$198.00 the landlord agreed to pay the tenants for repairs completed. The total owed is then \$4,352.00

The tenant confirmed the sums that the landlord has claimed for unpaid rent have not been paid.

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 and proof that the party took all reasonable measures to mitigate their loss.

The tenant has confirmed that rent payments were made as set out in the landlords' evidence that the landlord is entitled to compensation as claimed.

Therefore, in the absence of any dispute regarding the sum claimed by the landlord I find that the landlord is entitled to compensation in the sum of \$4,352.00 for rent owed from January to October 2014, inclusive. It appears that a \$10.00 mathematical error was made in the landlords' calculation; that portion of the claim is dismissed.

As the landlord's application has merit I find the landlord is entitled to recover a \$50.00 filing fee from the tenants for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenants' security and pet deposits in the amount of \$750.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$3,652.00. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to the sum claimed, less \$10.00.

The landlord is entitled to retain the deposits paid by the tenants.

The landlord is entitled to the filing fee for claims under \$5,000.00.

This decision is final and binding 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: September 22, 2015

Residential Tenancy Branch

