



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes FF, MND, MNDC, MNSD, O

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been duly served with the landlords' documentary evidence and the application for dispute resolution and notice of hearing by registered mail on May 26, 2015, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on September 1, 2013 and was to be for a fixed term until August 31, 2014. Condition inspection reports were conducted at move in and move out. The tenants were obligated to pay \$820.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$410.00 security deposit and a \$50.00 fob deposit. The landlord stated that the tenants did not abide by the terms of the tenancy agreement. The landlord stated the tenants advised the landlord that they would move out at the end of April 2013 however the tenant left furniture and other items in the suite until mid-June 2014.

The landlord stated that the tenants chose not to participate in the move out inspection. The landlord stated that the landlord incurred costs to move the abandoned items along with cleaning the suite. The landlord stated that they also incurred an NSF fee as the tenant put a stop payment on the May rent cheque. The landlord stated the tenants didn't pay any rent for May or June. The landlord stated that since the tenants broke the lease she is seeking liquidated damages as per their tenancy agreement. The landlord stated that due to the tenants' actions she was unable to rent the unit until July 1, 2014 despite advertising on their own website, free social media websites, paid advertisements in the local media outlet and advertising within the building by having signs posted.

The Landlord is applying for the following:

1.	Loss of Revenue for May and June 2014	\$1640.00
2.	NSF Fee	\$25.00
3.	Rubbish Removal	\$200.00
4.	Suite Cleaning	\$150.00
5.	Liquidated Damages	\$400.00
6.	Filing fee	\$50.00
	Total	<b>\$2465.00</b>

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlord submitted extensive documentary evidence to support their claims as outlined above. Based on the documentary evidence and testimony before me, and in the absence of any disputing testimony or documentation from the tenants, I find that the landlord is entitled to \$2465.00.

The landlord has established a claim for \$2465.00. I order that the landlord retain the \$460.00 in deposits in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2005.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order of \$2005.00.

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 01, 2015

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Residential Tenancy Branch

