



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by one of the landlords.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on July 15, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlords' Application for Dispute Resolution and their Monetary Order Worksheet submitted indicated that the landlord sought to collect a security deposit or a portion of a security deposit. The tenancy ended in June 2015 by way of an order of possession granted on June 22, 2015. As landlord is only entitled to collect a security deposit at the start of a tenancy I find the landlords cannot request to collect a security deposit in this Application.

However, as the landlords re holding a security deposit or a portion of a security deposit I accept that should the landlords be successful in this Application for Dispute Resolution they may be entitled to retain the amount of the security deposit held in satisfaction or partial satisfaction of their total claim.

As the landlords had identified, in their Application for Dispute Resolution that they sought to retain the deposit, I find there is no need to amend the landlords' Application but rather reduce the amount of their total claim by \$375.00.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on January 15, 2015 for a month to month tenancy beginning on January 15, 2015 for a monthly rent of \$750.00 due on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was required;
- A copy of a Condition Inspection Report recording the condition of the rental unit at the start and end of the tenancy.

The landlord submits that the tenants only paid \$200.00 of the required security deposit and that they did not pay any rent for the duration of the tenancy. The landlord submitted that they had obtained a monetary order, in the amount of \$750.00, for the rent for the month of June 2015.

The landlords seek rent for the months of January, February, March, April, and May 2015. The landlords seek only \$175.00 for the period in January 2015 as the tenants did not have possession of the unit for the full month. The landlords' total claim for unpaid rent is \$3,175.00.

The landlords also seek compensation for repairs to the master bedroom door and frame in the amount of \$125.00 and to replace an older television in the amount of \$50.00. In support of this claim the landlord refers to the Condition Inspection Report.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the landlords' undisputed submissions of documentary evidence and testimony I find the tenants failed to pay rent in the amounts claimed by the landlord.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed documentary evidence and testimony I find the tenants failed to fulfil their obligations under Section 37. I find, as a result, the landlords have suffered a loss related to the repair of the master bedroom door and frame and the replacement of a television.

I am also satisfied the landlord has established the value of these losses at \$175.00.

### Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,400.00** comprised of \$3,175.00 rent owed; \$175.00 repairs and replacement and the \$50.00 fee paid by the landlords for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$200.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,200.00**. This order must be served on the tenants. If the tenants fail to comply with this order the landlords may file the order in the Provincial Court (Small Claims) and be 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: December 04, 2015

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Residential Tenancy Branch

