



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF, MND

Introduction

This hearing dealt with an application by the landlord for a monetary order, an order to recover the filing fee and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on July 22, 2015, the tenants did not participate in the conference call hearing.

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 November 21, 2014 and ended on May 28, 2015. The tenants were obligated to pay \$1100.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$550.00 security deposit. The landlord stated that the tenant did not allow access to the unit during the month of May in attempts to rent the suite for June 1, 2015. The landlord stated that the tenants did not pay the rent for May and as a result of their actions were unable to rent it for June. The landlord stated the tenants left the unit dirty that required cleaning and garbage removal from their in house staff.

The landlord is applying for the following:

1.	Rent for May 2015	\$1100.00
2.	Loss of Revenue for June	\$1100.00
3.	Cleaning, garbage removal and miscellaneous charges	\$860.25
4.	Filing Fee	\$50.00
5.		
6.		
	Total	\$3110.25

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. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

In regards to the cleaning, garbage removal and miscellaneous charges, the landlord has provided some evidence for this hearing but has failed to provide a detailed breakdown of the costs incurred and supporting documentation. Based on the insufficient evidence before me, I dismiss this portion of the landlords claim.

The landlord has satisfied me that the tenants did not pay the rent for May 2015 and that as a result of the tenants' actions by prohibiting access to the suite, the landlord was unable to mitigate their losses and seek a new tenant; accordingly the landlord is entitled to the loss of revenue for the month of June 2015.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$2250.00. I order that the landlord retain the deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1700.00. This order may be filed 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: January 05, 2016

Residential Tenancy Branch

