



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MND, MNR, MNDC, FF

### 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 served with the application for dispute resolution and notice of hearing by registered mail on October 13, 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 October 9, 2014 and ended on September 30, 2015. The landlord stated that the tenancy was to be for a fixed term of one year to expire on October 30, 2015. The tenants were obligated to pay \$925.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$462.50 security deposit. The landlord stated that the tenants "broke the lease" one month early and seek liquidated damages as per their tenancy agreement.

The landlord also seeks unpaid rent of \$19.00 for April rent. The landlord also seeks \$15.00 insurance for October 2015 for a program that is offered to all tenants to allow them to have "renters insurance" at a discount which the tenants voluntarily signed up for and committed to. The landlord is also seeking \$429.00 concession for the tenants breaching the rental reduction incentive plan as per their tenancy agreement. The landlord also seeks loss of revenue for October 2015 due to cockroach infestation that the tenants never advised them of. The landlord stated that the unit was originally rented out for October 1, 2015 but when they inspected the suite they found a "huge

cockroach infestation” behind the fridge. The landlord stated that the unit required three separate spraying treatments to remediate the problem. The landlord stated that the subject unit was the only one with the infestation as they had all surrounding units inspected with no findings of cockroaches.

The landlord is applying for the following:

1.	Liquidated damages	\$350.00
2.	Concession payback	\$429.00
3.	Unpaid rent	\$19.00
4.	Insurance	\$15.00
5.	Loss of Rent	\$925.00
6.		
	Total	<b>\$1738.00</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 documentation to support each of their claims. Based on the above and in the absence of any disputing testimony or documentary evidence from the tenant, the landlord has provided sufficient evidence to prove their claim.

The landlord is entitled \$1738.00.

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

### Conclusion

The landlord has established a claim for \$1788.00. I order that the landlord retain the \$462.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1325.50. 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: April 28, 2016

---

Residential Tenancy Branch