



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, MND, 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 December 15, 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 testimony is as follows. The tenancy began on December 1, 2014 and ended on November 30, 2015. The tenants were obligated to pay \$975.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$487.50 security deposit. The landlord stated that the tenant did not pay the last months' rent despite promising that he would. The landlord stated that the tenant also failed to pay the \$50.00 late fees for late rental payments for the months of September and October. The tenant also failed to pay \$90.31 in utilities as per his tenancy agreement. The landlord stated that she originally was seeking \$100.00 for cleaning but advised that she is abandoning that portion of her application.

The landlord stated the tenant participated in the move in and move out condition inspection reports. The landlord stated that the tenant "signed off" on the charges and promised to pay, but he did not.

The landlord is applying for the following:

1.	Unpaid Rent for November 2015	\$975.00
2.	Late Fees – September and October	\$50.00
3.	Utilities	\$90.31
4.	Filing Fees	\$50.00

	Total	\$1165.31

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the landlord, not all details of their respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

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 her claim for this hearing. Based on the documentation before me and in the absence of any disputing testimony or documentation from the tenant, I find that the landlord is entitled to amount as claimed for \$1165.31.

Conclusion

The landlord has established a claim for \$1165.31. I order that the landlord retain the \$487.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$677.81. 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: July 12, 2016

Residential Tenancy Branch