



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a Monetary Order for unpaid rent, for loss of rent, for compensation under the Act and the tenancy agreement, for damage and cleaning of the rental unit, for an Order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord's representatives, E.M., the Area Manager, and J.D., the Building Manager, appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

J.D. testified that she served the Tenant with the Notice of Hearing and their Application on February 5, 2016 by registered mail. J.D. confirmed that the Tenant provided his forwarding address to the Landlord by email sent on January 22, 2016, and that it was to that address that the registered mail was sent. A copy of the receipt for the registered mailing was provided in evidence (I have reproduced the tracking number on the cover page of this my Decision). Under the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of February 10, 2016 and I proceeded with the hearing in his absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which confirmed the following basic information about the tenancy: this tenancy began October 1, 2015; monthly rent was \$1,100.00 per month payable on the 1st day of the month; and, the Tenant paid a security deposit in the amount of \$550.00.

J.D. testified that she discovered that the rental unit was vacant on January 21, 2016 such that the Tenant vacated the property on or before January 21, 2016.

Introduced in evidence were copies of the move in and move out condition inspection reports.

J.D. testified that due to the fact the Tenant failed to give notice to end the tenancy, they were not able to re-rent the rental unit until March 2016. Accordingly, they sought \$1,100.00 representing loss of rent for February 2016.

E.M. also testified that the Landlord incurred the cost to replace the living room window and a lock at the end of the tenancy such that the Landlord sought compensation for the cost to replace those items. E.M. testified that the Tenant threw a chair through the window during his tenancy such that it was broke and required replacement; a photo of the broken window was provided in evidence. E.M. also testified that the Tenant failed to return the keys to the rental unit such that the Landlord incurred the cost to replace the lock as well.

The Landlord claims as follows:

Loss of rent for February 2016	\$1,100.00
Replacement of living room window	\$433.00
Replacement of lock for rental unit	\$100.00
Filing fee	\$100.00
Total claimed	\$1,733.00

The Landlord requested an Order that they be permitted to retain the Tenant's \$550.00 security deposit towards the amounts claimed in the within action.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. that the other party violated the *Act*, regulations, or tenancy agreement;
2. that the violation caused the party making the application to incur damages or loss as a result of the violation;
3. the value of the loss; and,
4. that the party making the application did whatever was reasonable to minimize the damage or loss.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find as follows.

I accept the Landlord's evidence that the Tenant, in violation of the tenancy agreement and the *Act*, damaged the living room window and failed to return the keys to the unit thereby necessitating their replacement. I accept the Landlord's evidence as to the cost to replace the window and lock. I further find that due to the lack of notice and condition the rental unit was left in by the Tenant, the Landlord has suffered a loss of rent for one month.

I find that the Landlords have established a total monetary claim of **\$1,733.00** comprised of the following:

Loss of rent for February 2016	\$1,100.00
Replacement of living room window	\$433.00
Replacement of lock for rental unit	\$100.00
Filing fee	\$100.00
Total awarded	\$1,733.00

I order that the Landlords retain the security deposit of **\$550.00** in partial satisfaction of the claim and I grant the Landlords a Monetary Order under section 67 for the balance due of **\$1,183.00**. This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Conclusion

The Landlord is granted a Monetary Order in the amount of \$1,183.00 and may retain the Tenant's security deposit of \$550.00.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 20, 2016

Residential Tenancy Branch