



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, and for a monetary order for unpaid rent and utilities.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondents must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were served in person on February 23, 2017. I find that the tenants have been duly served in accordance with the Act.

At the outset of the hearing the landlord's agent confirmed that the tenants have vacated the premises and an order of possession is no longer required.

Issue to be Decided

Is the landlord entitled to a monetary order as requested.

Background and Evidence

The landlord's agent testified that on February 23, 2017, that the parties completed the move-out condition inspection report. The agent stated that the tenants agreed in the report that they owed the landlord the amount of \$1,295.00 and that the security deposit of \$450.00 and the pet damage of \$450.00 would be applied to the outstanding amount leaving a balance due of \$395.00 due to the landlord. Filed in evidence is a copy of the move-out condition inspection report.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Section 21 of the Act States a condition inspection report completed in accordance with this section is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

I accept the evidence of the landlord's agent that the tenants owed the amount of \$1,295.00 at the end of the tenancy and that amount was offset with the security deposit and pet damage deposit by consent, leaving a balance due to the landlord of \$395.00. This is supported by the move-out condition inspection report. I find the landlord is entitled to a monetary order to recover the balance due in the amount of **\$395.00**.

I find that the landlord has established a total monetary claim of **\$495.00** comprised of the above described amount and the \$100.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord is granted a monetary order in the above noted amount.

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: March 22, 2017

Residential Tenancy Branch