



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MSND, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on November 10, 2016. Canada Post tracking information was submitted in the landlord's evidence to show that the item was returned to the landlord as unclaimed. Based on the submissions of the landlord, I find that the landlord served the tenant in accordance with Section 89 of the Act and I also find the tenant was deemed served notice of this proceeding five days later on November 15, 2016, pursuant to section 90 of the Act, therefore, I continued in the absence of the tenant.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent and utilities?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on September 1, 2016 and was to be for a fixed term of one year. The tenants were obligated to pay \$1800.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$900.00 security deposit and a \$600.00 pet deposit. The tenant was also responsible for 40% of the utilities. The landlord testified that on October 31, 2016 the tenant called and advised that they would be moving out that day due to a family emergency. The landlord is seeking \$1800.00 for the loss of

revenue for November 2016 and unpaid utilities in the amount of \$51.60 along with the recovery of the \$100.00 filing fee.

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 provided extensive documentation to support her claim. Based on the undisputed evidence of the landlord I find that the landlord is entitled to the amount as claimed.

Conclusion

In summary, the landlord has been successful in the following claims:

Loss of Rent for November 2016	\$1800.00
Unpaid Utilities	\$ 51.60
Filing fee	\$100.00
	\$
Less Deposits	\$ -1500.00
	\$
Total:	\$451.60

The landlord has established a claim for \$1951.60. I order that the landlord retain the \$1500.00 deposits in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$451.60. 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: May 10, 2017

Residential Tenancy Branch