



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD, MNR, MND

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 landlords. No one was in attendance on behalf of the tenants. The landlords submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on March 9, 2017. Canada Post tracking information was submitted in the landlord's evidence. The landlords submitted documentary evidence showing that the tenant signed for and accepted their package on March 17, 2017. Based on the submissions of the landlords, I find the tenants were served notice of this proceeding in accordance with Section 89 and 90 of the Act and therefore, I continued in the absence of the tenants.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

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 October 1, 2015 and ended on February 28, 2017. The tenants were obligated to pay \$850.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$425.00 security deposit. The landlords testified that the tenants moved out without giving any notice. The landlord testified that despite their best efforts they were unable to rent the unit for any portion of March to mitigate their losses. The landlord testified that the tenants damaged the freezer door handle which cost \$94.58 to repair.

The landlord is applying for the following:

1.	Loss of Revenue March 2017	850.00
2.	Freezer Door Handle Repair	94.58
3.	Filing Fee	100.00
4.		
5.	- Less Deposits	-425.00
6.		
	Total	\$619.58

Analysis

Loss of Rent

Tenant's notice

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Based on the undisputed testimony of the landlords I find that the tenants did not provide the appropriate written notice to end the tenancy as noted above, as a result; I find that the landlords are entitled to \$850.00.

Freezer Handle Repair

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. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

The landlords provided documentary evidence to support their claim. Based on the undisputed evidence before me, the landlord is entitled to \$94.58 for the freezer handle repair.

The landlords are entitled to the recovery of the \$100.00 filing fee.

Conclusion

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

1.	Loss of Revenue March 2017	850.00
2.	Freezer Door Handle Repair	94.58
3.	Filing Fee	100.00
4.		
5.	- Less Deposits	-425.00
6.		
	Total	\$619.58

I order that the landlord retain the deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$619.58. 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 16, 2017

Residential Tenancy Branch