



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNDS, FF, O

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenant, M.C. attended via conference call and provided affirmed testimony as well as appeared as agent on behalf of the tenant, T.C. The landlord's agent (the landlord) provided undisputed affirmed evidence that the tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on January 1, 2017. The tenants confirmed receipt of the notice of hearing package and the submitted documentary evidence as claimed by the landlord. The tenants confirmed that no documentary evidence was submitted. I accept the undisputed affirmed testimony of both parties and find that both parties have been properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act.

The landlord stated that the request/authorization regarding the security deposit was made in error as the \$550.00 security deposit was forfeited by consent of the tenant regarding issues of the tenancy. The tenants confirmed this and did not raise any issues regarding the security deposit. As such, the landlord's request regarding the

retention of the security deposit is cancelled and need not be addressed. The hearing proceeded on the remaining items applied for by the landlord.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage, for unpaid rent/utilities, for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

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

This tenancy began on June 1, 2016 on a fixed term tenancy ending on May 31, 2017 as per the submitted copy of the signed tenancy agreement. The monthly rent was \$1,100.00 payable on the 1st day of each month. A security deposit of \$550.00 was paid.

The landlord seeks a monetary claim of \$1,216.98 which consists of:

\$550.00	Liquidated Damages, Breach of Tenancy Agreement
\$616.98	Rent, August 1 -29
\$50.00	NSF/late fees

The landlord claims that the tenant prematurely ended the fixed term tenancy.

The tenants have admitted and agreed to the monetary claim made by the landlord. The tenants confirmed that the tenants ended the tenancy prematurely and that she understood the landlord's claim and was agreeing to the 3 items of claim (noted above).

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.

In this case, the tenants have confirmed that she understood the 3 items of claim made by the landlord and that she is not disputing the entire monetary claim totaling, \$1,216.98. I find that as the tenants have not disputed the monetary claim as made out by the landlord that the landlord has established a monetary claim for the \$1,216.98.

The landlord having been successful is entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$1,316.98.

This order must be served upon the tenants. Should the tenants fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial 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: June 22, 2017

Residential Tenancy Branch