



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MND MNSD FF

Introduction:

The landlord/applicant did not attend. After waiting 10 minutes, the hearing proceeded and concluded in his absence. The tenant attended and gave sworn testimony. They said the landlord served the Application for Dispute Resolution by registered mail. I find the documents were legally served pursuant to section 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 44, 45, 46 and 67 for unpaid rent due to insufficient notice to end tenancy and compensation for damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that there is unpaid rent and the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The landlord/applicant did not attend the hearing. The tenant attended and was given opportunity to be heard, to present evidence and to make submissions. The tenant denies he owes rent and damaged the property. He said he paid rent for May 2017 and gave Notice to End his tenancy by telephone on May 1, 2017 to vacate on June 1, 2017. He did not pay rent for June and the landlord put an advertisement to re-rent the suite for June 1, 2017; he does not know if the landlord was successful. He said that the tenancy commenced in March 2016, that monthly rent was \$1700 and a security deposit of \$850 was paid. None of the security deposit has been refunded.

The tenant denies damaging the unit. He said no move-in condition inspection report was done until May 2017.

On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

The onus is on the landlord to prove on the balance of probabilities that there is unpaid rent and damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord claimed \$5300 for unpaid rent and damages. However, he did not attend to support his claim within 15 minutes of the conference time and the tenant denies the landlord's allegations. I find insufficient evidence to support the landlord's claim.

Conclusion:

I dismiss the Application of the landlord in its entirety without leave to reapply.

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: August 03, 2017

Residential Tenancy Branch