



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding SURFSIDE HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, for damages to the unit and an order to retain the security deposit in partial satisfaction of the claim.

The landlord's agents attended the hearing. As the executor JP 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 respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agents testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on May 11, 2017, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the estate of the tenant has been duly served in accordance with the Act.

The landlords' agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord's agents testified that the tenant passed away. The agent stated that the tenant's executor conducted the move-out condition inspection and agreed that the estate is responsible for unpaid rent in the amount of \$910.00, and cleaning cost of \$380.00 for a total amount of \$1,290.00. The agent stated that they seek a monetary order, less the security deposit of \$425.00, for a total amount of \$865.00.

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. In this case, the landlord has the burden of proof to prove their claim.

I have reviewed the move-out condition inspection report. The report supports that the tenant's representative agreed that the tenant owed the amount of \$1,290.00. Therefore, I find the landlord is entitled to recover the agreed upon amount.

I find that the landlord has established a total monetary claim of **\$1,390.00** comprised of the above-described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$425.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$965.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: October 06, 2017

Residential Tenancy Branch