



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

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

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord provided undisputed evidence that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on July 28, 2017. The landlord stated that the package was returned by Canada Post as "unclaimed". The landlord has submitted as confirmation a copy of the returned envelope and a printout of the online tracking history. The landlord also stated that as a result of this the landlord posted a 24 hour notice of inspection on August 24, 2017 and discovered that the tenant has abandoned the rental premises. As a result the landlord now has possession of the rental unit and is withdrawing her application for an order of possession.

I accept the undisputed evidence of the landlord and find that the tenant has been properly served as per sections 88 and 89 of the Act. I also find that as the landlord has withdrawn her request for an order of possession no further action is required for this portion of her claim. The hearing proceeded strictly on the landlord's monetary claim.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?
Is the landlord entitled to retain all or part of the security deposit?

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 month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated May 29, 2016. The monthly rent began as \$995.00 payable on the 1st day of each month. A security deposit of \$497.00 was paid.

The landlord seeks a monetary claim for unpaid rent of \$2,350.00 which consists of:

\$95.00	Unpaid Rent, June 2017
\$195.00	Unpaid Rent, July 2017
\$1,030.00	Unpaid Rent, August 2017
\$1,030.00	Unpaid Rent, September 2017

The landlord clarified that the tenant was served with a 10 Day Notice for Unpaid Rent dated May 9, 2017 which states that the tenant failed to pay rent of \$1,990.00 that was due on May 1, 2017 and provides for an effective end of tenancy date of May 19, 2017.

The landlord provided a detailed account reconciliation which shows that the tenant is in rental arrears of \$2,350.00 as of August 1, 2017. The landlord provided undisputed affirmed testimony that a rent increase was served to the tenant on January 1, 2017 increasing the monthly rent from \$995.00 to \$1,030.00 to begin on July 1, 2017.

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, I accept the undisputed affirmed testimony of the landlord that the tenant was served a 10 Day Notice for Unpaid Rent. I also accept the undisputed evidence of the landlord that the tenant was in rental arrears as per the detailed account reconciliation submitted totaling, \$2,350.00. As such, I find based upon the undisputed evidence of the landlord that a claim for unpaid rent has been established for \$2,350.00.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$497.00 security deposit in partial satisfaction of this claim.

Conclusion

The landlord is granted a monetary order for \$1,953.00.

This order must be served upon the tenant. Should the tenant 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: October 12, 2017

Residential Tenancy Branch