



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CORNERSTONE PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

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

- 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 affirmed testimony that the tenant was served with the notice of hearing package via Canada Post Registered Mail on August 31, 2017. In support of this claim the landlord has provided a copy of the Canada Post Customer Receipt Tracking label and a copy of a print out of the online search of the Canada Post Website as confirmation.

I accept the affirmed testimony of the landlord and find that the tenant was properly served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on August 31, 2017 as per sections 88 and 89 of the Act. The online search shows that the tenant signed in receipt of the package on September 5, 2017.

Preliminary Issue

At the outset it was also clarified that the landlord filed an amendment to an Application for Dispute Resolution (on February 21, 2018) increasing the monetary claim to \$2,714.00. The landlord stated that the tenant was served with the amendment to the application for dispute via Canada Post Registered Mail on February 20, 2018. The landlord provided a Canada Post Customer Receipt Tracking number as confirmation of service and noted that the tenant had signed in receipt of the package on February 23, 2018 after reviewing the online search results. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the amendment to the application for dispute and is deemed served on February 23, 2018 as per section 90 of the Act.

At the outset, the landlord clarified that as part of her monetary claim she was also seeking compensation for a garbage disposal fee and a labour charge as outlined in her amendment monetary worksheet (#RTB-37) dated February 19, 2018.

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 July 1, 2012 on a fixed term tenancy ending on September 30, 2012 and then thereafter on a month-to-month basis. The tenancy ended on
The monthly rent began as \$685.00 payable on the 1st day of each month. A Notice of a Rent Increase dated June 27, 2016 shows rent was increased to \$737.00 on October 1, 2016. A security deposit of \$342.50 was paid on June 6, 2012.

The landlord seeks an amended monetary claim \$2,714.00 which consist of:

\$737.00	Unpaid Rent, April 2017
\$22.00	Unpaid Rent, May 2017
\$737.00	Unpaid Rent, June 2017
\$237.00	Unpaid Rent, July 2017
\$737.00	Unpaid Rent, August 2017
\$24.25	Garbage Disposal
\$75.75	Garbage Disposal, labour
\$19.00	Late Fee, February 2017
\$125.00	Late Fee(s), April – August (5 Months @ \$25.00/each)

The landlord claims that the tenant failed to pay rent for the above noted, vacated the rental unit on August 31, 2017 and left various items at the rental premises requiring removal/disposal.

In support of these claims, the landlord has provided:

A copy of the signed tenancy agreement dated June 6, 2012
A copy of a Notice of Rent Increase dated June 27, 2016
A copy of a handwritten invoice dated September 5, 2017 for disposal labour
A receipt dated September 7, 2017 for Garbage Disposal

A copy of a tenant Statement of Account dated February 19, 2018 for the period February 3, 2017 to November 1, 2017

A copy of a handwritten notice to end tenancy dated July 31, 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.

I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the landlord has established a claim for unpaid rent and compensation totaling, \$2,714.00 as noted above in the landlord's claim. The landlord provided undisputed documentary evidence from the tenant statement of account and receipts which were unchallenged.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$342.50 security deposit currently held in partial satisfaction of the claim.

Conclusion

The landlord is granted a monetary order for \$2,471.50.

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: March 13, 2018

Residential Tenancy Branch