



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNR FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on January 5, 2018 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property; and
- a monetary order for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by B.S., an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

Referring to a receipt, B.S. testified the Tenant was served with the Application package by registered mail on January 10, 2018. The Application package was sent to a forwarding address provided by the Tenant. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenant is deemed to have received the Application package on January 15, 2018.

On behalf of the Landlord, B.S. was provided with an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site, or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

On behalf of the Landlord, B.S. testified the fixed-term tenancy began on December 1, 2017, and was expected to continue for one year. However, the Tenant gave notice to end the tenancy on December 23, 2017, and vacated the rental unit at the end of that month. According to B.S., rent in the amount of \$1,000.00 per month was due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00, which the Landlord holds.

The Landlord's claims were summarized in the Application. First, the Landlord claimed \$335.00 for a number of expenses incurred by the Landlord, which included the following:

- Clean rental unit: \$75.00
- Replace unit keys: \$50.00
- Replace mailbox key: \$60.00
- Remove and dispose of garbage: \$150.00

Second, the Landlord claimed \$1,000.00 for unpaid rent. B.S. testified the Tenant did not give adequate notice under the *Act*, and did not pay rent when due on January 1, 2018. Further, B.S. testified that the Landlord was unable to re-rent the unit until February 1, 2018.

The Landlord also sought to recover the filing fee paid to make the Application and to apply the security deposit held in partial satisfaction of the claim.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

On behalf of the Landlord, B.S. testified that the Landlord incurred the expenses and suffered the losses outlined above. As the testimony was undisputed, and pursuant to section 67 of the *Act*, I find the Landlord has demonstrated an entitlement to a monetary order in the amount of \$935.00, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Expenses incurred:	\$335.00
Unpaid rent:	\$1,000.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$500.00)

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<b>TOTAL:</b>	<b>\$935.00</b>
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Conclusion

The Landlord is granted a monetary order in the amount of \$935.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 11, 2018

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Residential Tenancy Branch