



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

This is an application by the landlord under the Residential Tenancy *Act* (the *Act*) for the following:

- A Monetary Order for outstanding rent pursuant to Section 67 of the *Act*;
- A Monetary Order for compensation for damage or loss pursuant to Section 67 of the *Act*;
- Authorization to retain the Security Deposit pursuant to Section 72 of the *Act*; and
- Reimbursement of the filing fee pursuant to Section 72 of the *Act*.

The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenants did not attend this hearing, although I left the teleconference hearing connection open for ten minutes to enable the tenant to call into this hearing scheduled for 1:30 PM. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Hearing. I also confirmed from the teleconference system the landlord and I were the only ones who had called into this teleconference.

The landlord testified the Notice of Hearing and the landlord's documents were served on each tenant on December 20, 2017 by registered mail. The landlord provided copies of the Canada Post Customer Receipts containing the tracking numbers. I find the tenants are deemed served with the documents on December 25, 2017, the 5th day after mailing, pursuant to Section 90 of the *Act*.

Issues to be Decided

Is the landlord entitled to the following:

- A Monetary Order for outstanding rent pursuant to Section 67 of the *Act*?
- A Monetary Order for compensation for damage or loss pursuant to Section 67 of the *Act*?
- Authorization to retain the Security Deposit pursuant to Section 72 of the *Act*?
- Reimbursement of the filing fee pursuant to Section 72 of the *Act*?

Background and Evidence

The landlord testified the parties entered into a month-to-month residential tenancy agreement starting October 10, 2017 and ending on December 3, 2017. Rent was \$950.00 payable on the first of the month.

The tenants paid a security deposit of \$475.00 which remains with the landlord. The tenants provided their forwarding address to the landlord at the end of the tenancy and did not provide authorization to the landlord to keep any portion of the security deposit. The parties did not conduct an inspection of the premises on either move-in or move-out.

The landlord testified the tenants did not pay all the rent owing for the period of the tenancy and there is unpaid rent of \$333.00.

The landlord stated the unit required cleaning when the tenants left. When the landlord submitted the Application, she estimated cleaning costs to be \$100.00. The actual cost was \$245.70 for 6 hours of cleaning from a professional cleaning company at \$39.00 an hour. I grant the landlord's request to increase the amount claimed with respect to cleaning cost.

The landlord testified the tenants failed to return the keys after the tenancy in a timely manner requiring her to replace the lock. The landlord sought reimbursement for this expense for which she submitted receipts.

In summary, the landlord requested reimbursement for the following expenses:

Replacement lock	\$27.99
Installation of new lock	\$50.00
Cleaning expenses	\$245.70
Total	\$323.69

Analysis

Section 67 of the *Act* establishes if damage or loss results from a tenancy, an Arbitrator may determine the amount of damage or loss and order a party to pay compensation to the other party.

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. The claimant must then prove the damage/loss was caused by a violation of the agreement or a contravention of the *Act* on the part of the other party. Once established, the claimant must provide evidence to verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove her entitlement to a monetary award.

The landlord provided undisputed evidence at this hearing as the tenants did not attend.

The landlord submitted uncontradicted evidence the tenants owed rent in the amount claimed of \$333.00. She also testified she incurred the expenses of \$323.69 for which she seeks compensation.

I accept the landlord's evidence as meeting the onus of proof required and find she is entitled to the amounts claimed.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

In accordance with the offsetting provisions of Section 72 of the *Act*, I allow the landlord to retain \$475.00 of the tenants' security deposit in partial satisfaction of the monetary award issued in the landlord's favour.

In summary, the landlord is granted a Monetary Order in the amount of calculated as follows:

Rent outstanding	\$333.00
Damages	\$323.69
Filing fee	\$100.00
Less security deposit	(\$475.00)
Monetary Order for Landlord	\$281.69

Conclusion

I grant the landlord a Monetary Order in the amount of **\$281.69**. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 19, 2018

Residential Tenancy Branch