



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL, MNDCL-S, MNRL-S, MNDL-S

### Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on November 30, 2017. Canada Post tracking information was submitted in the landlord's evidence that shows that the tenant signed for and accepted the landlords package on December 2, 2017. Based on the submissions of the landlord, I find the tenant was duly served in accordance to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

### Issue to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

### Background, Evidence

The landlord's undisputed testimony is as follows. The one year fixed term tenancy began on June 1, 2017 and ended on November 15, 2017. The tenant was obligated to pay \$1000.00 per month. The tenant paid a \$500.00 security deposit and a \$500.00 pet deposit. The landlords

testified that a written condition inspection report was conducted at move in and move out. The landlord testified that on November 1, 2017 the tenant gave short notice that they would be moving out by the middle of the month. The landlord testified that the tenant broke the lease, didn't provide sufficient notice to end the tenancy, didn't pay the rent for November in full or on time, didn't clean the suite and left some minor damage. The landlord is seeking the costs of cleaning and repairing the unit, liquidated damages as per the tenancy agreement, NSF fees as part of the tenancy agreement, unpaid rent and loss of revenue. The landlord advised that they immediately advertised the unit after they received notice from the tenant and were able to rent the unit for December 15, 2017

The landlord is applying for the following:

1.	Liquidated damages	\$300.00
2.	Balance of unpaid rent for November 2017	667.00
3.	NSF Fee for November 2017	25.00
4.	Blind Repair	51.56
5.	Loss of Revenue December 1-15, 2017	500.00
6.	Suite Cleaning	72.45
7.	Filing Fee	100.00
8.	Minus Deposit	-1000.00
9.		
10.		
	Total	<b>\$716.01</b>

### 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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

The landlord provided extensive documentation, undisputed detailed and specific testimony, receipts and photos to support the balance of their application. The landlord has provided sufficient evidence to support her entire claim and is entitled to \$1716.01.

### Conclusion

In summary, the landlord has been successful as follows:

1.	Liquidated damages	\$300.00
2.	Balance of unpaid rent for November 2017	667.00
3.	NSF Fee for November 2017	25.00
4.	Blind Repair	51.56
5.	Loss of Revenue December 1-15, 2017	500.00
6.	Suite Cleaning	72.45
7.	Filing Fee	100.00
8.	Minus Deposit	-1000.00
9.		
10.		
	Total	<b>\$716.01</b>

The landlord has established a claim for \$1716.01. I order that the landlord retain the \$1000.00 in deposits in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$716.01. This order may be filed in the Small Claims 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: July 04, 2018

---

Residential Tenancy Branch