



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S

Introduction

This hearing dealt with the landlord's application pursuant to the Residential Tenancy Act (the "Act") for a monetary order for unpaid rent and loss pursuant to section 67.

The tenant did not attend this hearing that lasted approximately 10 minutes. The landlord appeared and was represented by their family member (the "landlord"), who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the landlord's application for dispute resolution dated March 27, 2018 was sent to the tenant by registered mail to a forwarding address provided by the tenant on March 14, 2018 by text message. The landlord provided a screenshot of the text correspondence and a Canada Post tracking number as evidence of service. I find that the tenant was deemed served with the landlord's application for dispute resolution and evidence package in accordance with sections 88, 89 and 90 of the Act on April 2, 2018, five days after mailing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The landlord provided undisputed evidence regarding the following facts. This tenancy began in December, 2017. The monthly rent was \$1,940.00 payable on the first of each

month. A security deposit of \$970.00 was collected at the start of the tenancy and is still held by the landlord.

The tenancy ended on February 28, 2018. The tenant failed to pay the full rent for the month of February only making partial payment of \$970.00. The landlord seeks a monetary award for the arrear amount.

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. 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 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.

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. The landlord gave evidence by testimony as well as through documentary evidence including the signed tenancy agreement, correspondence with the tenant and monetary calculations. Based on the undisputed evidence I find that the tenant was obligated to pay the monthly rent in the amount of \$1,940.00. I accept the landlord's evidence that the tenant failed to pay the full rent for February, 2018 and there is an arrear of \$970.00.

Based on all of the foregoing, I find that the landlord is entitled to a monetary award in the amount of \$970.00 for the unpaid rent for February, 2018.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$970.00 security deposit in full satisfaction of the monetary award issued in the landlord's favour.

Conclusion

The landlord is authorized to retain the security deposit for this tenancy in full satisfaction of their monetary award of \$970.00.

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 18, 2018

Residential Tenancy Branch