



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the "Act"), for a monetary order for unpaid rent, for damages to the unit and to recover the filing fee.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on August 17, 2018 and were successfully delivered. Canada post tracking numbers were provided as evidence of service.

I find that the tenant have been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to monetary compensation for damages?

Background and Evidence

The tenancy began on August 1, 2015. Current rent in the amount of \$959.23 was payable on the first of each month. The tenants paid a security deposit of \$400.00. The tenancy ended on May 26, 2018.

The landlord claims as follows:

a.	Unpaid rent for May 2018	\$ 430.00
b.	Damages	\$ 400.00
c.	Filing fee	\$ 100.00
	Total claimed	\$ 930.00

The landlord testified that they agreed that the tenants would pay prorated rent for May 2018, in the amount of \$830.50. The landlord stated that they agreed that the tenants' security deposit would be applied to the rent. The landlord stated that there is a balance outstanding of unpaid rent for May 2018, in the amount of \$430.00.

The landlord testified that they seek the amount of \$400.00 for damages to the blinds, screens and cleaning. The landlord stated they have not provided any receipts.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I accept the undisputed testimony of the landlord that the tenants failed to pay rent for May 2018, in the prorated amount and that the security deposit was to be offset with the amount owed. I find the landlord is entitled to the balance due of unpaid rent in the amount of **\$430.00**.

I am not satisfied that the landlord has met the burden of proof for damages. No move-in condition or move-out inspection was provided. No receipts were provided. Therefore, I dismiss this portion of the landlord's claim.

I find that the landlord has established a total monetary claim of **\$530.00** comprised of the above described amount and the \$100.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order.

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: December 12, 2018

Residential Tenancy Branch