



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction

On August 25, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for the loss of rent, and to recover the cost of the filing fee. On November 20, 2018, the Landlord amended the Application to add a claim for a Monetary Order for damages to the rental unit. The matter was set for a participatory hearing via conference call.

The Landlord's Representative and the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The Tenant testified that he received the Landlord's evidence package and that he did not submit any evidence for this hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Should the Landlord receive a Monetary Order for damages, in accordance with Section 67 of the Act?

Should the Landlord receive a Monetary Order for compensation for unpaid rent, in accordance with Section 67 of the Act?

Should the Landlord be authorized to apply the security deposit to the monetary claims, in accordance with Section 72 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Tenant and the Landlord agreed on the following terms of the tenancy:

The fixed term tenancy began on February 1, 2018 and ended on August 31, 2018. The rent was \$2,000.00 per month and due on the first of each month. The Landlord collected and still holds a security deposit of \$1,000.00.

The Landlord provided undisputed testimony about the following monetary losses:

The Landlord testified that the Tenant failed to pay rent for August 2018 and is requesting compensation in the amount of one month's rent, for **\$2,000.00**.

The Landlord testified and submitted evidence to support the following damage claim in relation to the rental unit:

Item	Amount
To secure the front door on July 18, 2018	\$228.24
Cleaning of rental unit – 6 hours	150.00
Cost for replacing the front door and bedroom door	592.48
Replacement of FOB, garage door opener and passes	235.00
Installation of new doors, replace frames/trim/paint	1,877.40
RCMP Support/Surveillance Review and extraction by the Strata Management	441.00
Total Monetary Order	\$3,524.12

The Tenant agreed to the claims made by the Landlord and had nothing to add or dispute. The Tenant consented to the Landlord applying his security deposit to the Landlord's monetary claim.

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 the responsible

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 Applicant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the Tenancy Agreement or a contravention of the Act on the part of the other party. Once that has been established, the Applicant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The Landlord provided undisputed testimony that that the Tenant failed to pay the August 2018 rent in the amount of \$2,000.00, pursuant to Section 26 of the Act. The Tenant testified that he did not pay his August 2018 rent in the amount of \$2,000.00. I find that the Landlord has established a monetary claim of \$2000.00.

The Landlord provided undisputed testimony and evidence that the Landlord incurred a monetary loss in the amount of \$3,624.12, due to damages caused by the Tenant breaching the Tenancy Agreement and the Residential Tenancy Act. The Tenant testified that he was responsible for the damages. As a result, I find that the Landlord has established a monetary claim of \$3,624.12.

The Landlord answered questions and provided testimony about move-in and move-out inspection reports for my purposes of establishing whether the Landlord was authorized to apply the Tenant's security deposit towards the monetary claim. As the Tenant provided consent for the Landlord to keep and apply the security deposit to the monetary claim, I authorize the Landlord to do so.

The Landlord's Application was successful, and I find that the Landlord should be compensated for the cost of the filing fee in the amount of \$100.00.

I issue a Monetary Order in the Landlord's favour under the following terms, which allows the Landlord to recover unpaid rent, compensation for damages to the rental unit, the filing fee for this Application, and to retain the Tenant's security deposit:

Item	Amount
Unpaid Rent for August 2018	\$2,000.00
Damages to the Rental Unit	3,524.12
Recovery of Filing Fee for this Application	100.00
Less Security Deposit	-1,000.00
Total Monetary Order	\$4,624.12

Conclusion

Pursuant to Section 67 of the Act, I grant the Landlord a Monetary Order for \$4,624.12. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: December 20, 2018

Residential Tenancy Branch