



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

FFL MNDCL-S MNRL-S

### Introduction

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

- a Monetary Order for damages and loss pursuant to section 67;
- authorization to retain the security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open throughout the hearing and the Notice of Hearing was confirmed to provide the correct number to attend the hearing. The corporate landlord was represented by its agent (the "landlord") and property manager who were given a full opportunity to present affirmed testimony, make submissions, present evidence and call witnesses.

The landlord testified that the application for dispute resolution dated October 10, 2018 was served on the tenant at a forwarding address they provided on October 12, 2018 by registered mail. The landlord provided a Canada Post tracking number as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's application and evidence in accordance with sections 88, 89 and 90 of the Act on October 17, 2018, five days after mailing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee from the tenant?

### Background and Evidence

The landlord provided the following evidence. This fixed-term tenancy began in April, 2018. The landlord discovered that the tenant had abandoned the suite by October 3, 2018. The monthly rent was \$950.00 payable on the first of each month. The landlord collected a security deposit of \$475.00 and key deposit of \$50.00 at the start of the tenancy.

The tenant failed to pay rent for October 2018. The landlord incurred costs of \$155.00 for cleaning the suite and replacing the locks upon discovering that the tenant had vacated the suite without providing proper notice. The landlord said that they received correspondence from the tenant dated October 2, 2018 providing a forwarding address.

### 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 claimant also has a duty to take reasonable steps to mitigate their loss.

Based on the evidence presented I am satisfied that the tenant failed to pay the October 2018 and there is a rent arrear of \$950.00 for this tenancy. I accept the landlord's evidence that they incurred costs of \$155.00 for cleaning and re-keying the suite due to the tenant's failure to clean or return the keys the suite.

Based on the foregoing I find that the landlord is entitled to a monetary award in the amount of \$1,105.00 as against the tenant for damages and loss.

As the landlord's application was successful the landlord is also entitled to recover the filing fee for their application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$475.00 security deposit and \$50.00 key deposit in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I issue a monetary award in the landlord's favour in the amount of \$680.00. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: February 5, 2019

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Residential Tenancy Branch