



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFL MNDCL-S MNDL-S MNRL-S OPC**

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;

The landlord attended the hearing and had the opportunity to call witnesses and present affirmed testimony and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 23 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on June 17, 2019 and deemed received by the tenant under section 90 of the *Act* five days later, that is, on June 22, 2019. The landlord also submitted a copy of an email from the tenant dated July 11, 2019 in which the tenant acknowledged receipt of the documents.

The landlord provided the Canada Post Tracking Number in support of service to which

I refer on the cover page. Pursuant to sections 89 and 90, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution on June 22, 2019.

### Preliminary Issue

The landlord testified that repairs to the unit had not been completed and the unit remained vacant. Accordingly, the landlord requested that the landlord's claim be amended to claim for outstanding rent for the month of only June 2019 and the filing fee as well as authorisation to apply the security deposit to the award. The landlord clarified the landlord's claim as follows:

ITEM	AMOUNT
Rent outstanding for June 2019	\$1,200.00
Reimbursement of the filing fee	\$100.00
(Less security deposit)	(\$600.00)
<b>Total Monetary Award Requested</b>	<b>\$700.00</b>

I allowed the amendment to the landlord's claim. I therefore dismiss the monetary claim for compensation for rent other than for June 2019 and for damages to the unit with leave to reapply.

### Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;

- Reimbursement of the filing fee.

### Background and Evidence

The landlord provided uncontradicted evidence as the tenant did not attend the hearing.

The landlord testified the month-to-month tenancy began on January 1, 2019 and ended on June 30, 2019. Rent was \$1,200.00 payable on the 5<sup>th</sup> of the month. At the beginning of the tenancy, the tenant provided a security deposit in the amount of \$600.00 which the landlord holds.

The landlord testified the tenant did not pay rent for the month of June 2019 and that she vacated without notice during that month.

The landlord testified that the landlord brought this application on June 6, 2019 and that the landlord received the tenant's forwarding address on June 13, 2019.

The landlord testified that the unit was damaged by the tenant during the tenancy and required considerable repairs which are ongoing. The cost of the repairs is not yet determined. The unit cannot be occupied during the ongoing repairs and the landlord is not certain when a replacement occupant will be in the unit.

The landlord clarified the landlord's claim as follows:

ITEM	AMOUNT
Rent outstanding for June 2019	\$1,200.00
Reimbursement of the filing fee	\$100.00
(Less security deposit)	(\$600.00)
<b>Total Monetary Award Requested</b>	<b>\$700.00</b>

### Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. I will only refer to certain aspects of the submissions and evidence in my findings.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy agreement or the *Act*, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

The purpose of compensation is to put the person who incurred the damage or loss in the same position as if the damage or loss had not occurred. The person claiming compensation must establish **all** the following four points:

1. The existence of the damage or loss;
2. The damage or loss resulted directly from a violation – by the other party – of the *Act*, regulations, or tenancy agreement;
3. The actual monetary amount or value of the damage or loss; and
4. Everything reasonable was done to reduce or minimize (mitigate) the amount of the loss or damage as required under section 7(2) of the *Act*.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

In this case, the onus is on the landlord to prove the landlord is entitled a claim for a monetary award.

### *Rent*

The landlord provided uncontradicted affirmed testimony that the tenant did not pay rent for the month of June 2019, the final month in which the tenant occupied the unit, and that she vacated without notice.

I find, based on the landlord's testimony and evidence, that the landlord has met the burden of proof on a balance of probabilities that the tenant owed the landlord outstanding rent for the month of June 2019 in the amount of \$1,200.00.

I accordingly allow the landlord reimbursement of \$1,200.00 representing rent for one month notice period, that is, the month of June 2019.

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*Filing fee*

As the landlord has been successful in the landlord's claim, I grant the landlord a monetary order in the amount of \$100.00 as reimbursement of the filing fee.

*Security Deposit*

Further to section 72, I authorize the landlord to apply the security deposit to the monetary award.

*Summary of Award*

I grant the landlord a monetary order in the amount of **\$700.00** summarized as follows:

ITEM	AMOUNT
Rent outstanding for June 2019	\$1,200.00
Reimbursement of the filing fee	\$100.00
(Less security deposit)	(\$600.00)
<b>Total Monetary Award</b>	<b>\$700.00</b>

Conclusion

The landlord is entitled to a monetary order in the amount of **\$700.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) to be 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 30, 2019

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Residential Tenancy Branch