



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary and oral evidence that the tenant was served notice of this application and this hearing by registered mail on February 20, 2020. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was signed for and accepted on February 21, 2020. Based on the submissions of the landlord, I find the tenant was served in accordance to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

Issue to be Decided

Is the landlord entitled to a monetary award for loss arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's undisputed testimony is as follows. The one year fixed term tenancy began on August 1, 2019 but ended early on January 31, 2020. The monthly rent of \$1300.00 was due on the first of each month. The tenants paid a security deposit of \$650.00 and a pet deposit of \$650.00. Written condition inspection reports were conducted at move in and move out. The landlord returned \$780.00 of the deposits. The landlord has retained \$520.00. The landlord testified that the tenants "broke the lease early" and were subject to the liquidated damages cost of \$400.00 as per the tenancy agreement.

The landlord testified that he was required to miss work, spend time going through applications, advertising and conducting background checks to obtain new tenants. The landlord testified that the \$400.00 was the administrative costs incurred to re-rent the unit earlier than expected. The landlord testified that the tenants did not replace two of the lights and did not return two keys. The landlord testified that the cost of the bulbs and keys is \$20.00.

The landlord is applying for the following:

| | | |
|-----|--------------------|---------------|
| 1. | Liquidated damages | \$400.00 |
| 2. | Light Bulbs | 10.00 |
| 3. | Keys | 10.00 |
| 4. | Filing Fee | 100.00 |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| | Total | 520.00 |

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 that 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 claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a

contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if 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 extensive documentation, condition inspection reports, tenancy agreement, undisputed testimony and receipts to support their application. I find that the landlord is entitled to the entirety of their claim in the amount of \$520.00.

Conclusion

The landlord has established a claim for \$520.00. I order that the landlord retain the \$520.00 he holds in full satisfaction of the claim.

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: May 04, 2020

Residential Tenancy Branch