



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S

Introduction

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

- a monetary order for unpaid rent pursuant to section 67.

The landlord, C.S. attended the hearing via conference call and provided undisputed affirmed testimony. The landlord, C.S. attended as agent for the landlord, S.S. The tenants did not attend or submit any documentary evidence. The landlords stated that the tenants were served with the notice of hearing package by placing it in the tenants' mailbox on April 29, 2020. The landlords stated that the tenants were not served with the submitted documentary evidence. I accept the undisputed affirmed evidence of the landlords and find that the tenants were sufficiently served as per section 89 of the Act. On the landlord's submitted documentary evidence, I find that the landlords have failed to comply with section 88 of the Act by failing to serve the tenants with their submitted documentary evidence. On this basis, the landlord's documentary evidence is excluded from consideration in this decision.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlords seek a monetary claim of \$1,000.00 which consists of unpaid rent for April 2020. The landlords stated that monthly rent is \$1,500.00 and that the tenants paid \$500.00 on March 30, 2020. The landlord stated that the partial payment was made via etransfer and that the landlord had issued a receipt to the tenant for the partial payment. The landlords stated that no other rent payments from the tenants have been made since March 30, 2020.

During the hearing the landlord clarified that a \$750.00 security deposit and a \$150.00 pet damage deposit were paid. The landlord stated that the tenancy ended on April 30, 2020 and that the tenants had provided their forwarding address via text message on April 29, 2020.

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 prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* 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.

In this case, I accept the undisputed affirmed testimony of the landlords and find on a balance of probabilities that the tenants did fail to pay the entire rent of \$1,500.00 by paying only \$500.00 on March 30, 2020 as claimed by the landlord. I find that the tenants are in arrears of \$1,000.00 for April 2020 rent.

The landlords provided undisputed evidence that they have retained the \$750.00 security deposit and the \$250.00 pet damage deposit despite not having any claims in damage caused by a pet. I authorize the landlords to retain the combined \$1,000.00 in satisfaction of this claim as they currently hold both deposits.

Conclusion

The landlord's application is granted. The landlords may retain the combined \$1,000.00 security and pet damage deposits in satisfaction of the unpaid rent claim of \$1,000.00.

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 26, 2020

Residential Tenancy Branch