



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, MNDCL-S, FFL**

Introduction

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

- A monetary award for unpaid rent, damages and loss pursuant to section 67;
- Authorization to retain the security deposit pursuant to section 38; and
- Authorization to recover the filing fee from the tenants pursuant to section 72.

The tenants did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing. The notice of hearing was confirmed to contain the correct information. The corporate landlord was represented by its agent (the "landlord") who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and call witnesses.

The landlord testified that they served each of the tenants with the notice of hearing by registered mail sent on February 6, 2020 to a forwarding address provided by the tenants. The landlord provided a valid Canada Post receipt and tracking information as evidence of service. Based on the evidence I find each of the tenants is deemed served with the landlord's materials on February 11, 2020, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to retain the security deposit for this tenancy?

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

Background and Evidence

This fixed-term tenancy began in November 2019 and ended in February 2020. Monthly rent was \$1,270.00 payable on the first of each month. A security deposit of \$635.00 was collected at the start of the tenancy and is still held by the landlord.

The tenants moved out of the rental unit in February 2020 having failed to pay any amount towards the rent. The landlord submits that there is a rental arrear of \$1,270.00 for this tenancy.

The landlord performed some cleaning of the rental unit and incurred costs of \$43.75. The parties completed a move-out inspection report on February 5, 2020. At the time of the move out inspection the landlord provided an estimate of the cost of cleaning of \$50.00. The tenants provided written authorization that the landlord may retain the full security deposit of \$635.00 as well as agreeing to pay the landlord the outstanding balance of \$685.00.

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 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 the present case the tenants provided written acknowledgement that there is a rental arrear of \$1,270.00 for this tenancy and cleaning costs of up to \$50.00. The tenants provided written authorization that the landlord may retain the full security deposit of \$635.00 and acknowledged that they owe the landlord the balance of up to \$685.00 for unpaid rent and cleaning costs.

As the tenants provided written confirmation of their arrears I find that the landlord is entitled to a monetary award in the amount of \$1,313.75 for unpaid rent and cleaning costs. I issue a monetary award in that amount accordingly.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$635.00 security deposit in partial satisfaction of the monetary award issued in the landlord's favour

As the landlord was successful in their application they are entitled to recover their filing fee from the tenants.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$\$778.75, allowing the landlord to recover the arrear for this tenancy, their cleaning costs and filing fee and retain the security deposit. The tenants must be served with this Order as soon as possible. Should the tenants 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: June 29, 2020

Residential Tenancy Branch