



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BTC STUDENT HOUSING KELOWNA C/O:  
DOMUS and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL, MNDCL-S, FF

### Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on June 13, 2020; and the amendment and submitted documentary evidence via Canada Post Registered Mail on June 23, 2020. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant did not attend or submit any documentary evidence, the tenant is deemed sufficiently served as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for money owed or compensation and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

## 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.

This tenancy began on September 1, 2019 on a fixed term tenancy ending on August 27, 2022 as per the submitted copy of the signed tenancy agreement dated February 11, 2019. The monthly rent was \$955.00 and a security deposit of \$450.00 was paid on February 11, 2019. The landlord also stated that the tenant vacated the rental unit without notice and the unit was discovered vacant on June 15, 2020.

The landlord seeks an amended monetary claim of \$2,762.00 which consists of:

\$2,465.00	Unpaid Rent	
	\$955.00	April 2020
	\$955.00	May 2020
	\$555.00	June 2020, ½ month
\$297.00	Compensation, Damage(s) to Furniture	
	\$150.00	Repaired Bed
	\$147.00	Cleaning

The landlord claims that the tenant failed to make any rent payments for April, May and June 2020. The landlord stated that the tenants were provided with information to available government funding and did not apply. The landlord has submitted as confirmation email communications with the tenant for each month in which the landlord has given notice to the tenant of non-payment of the monthly rent for April, May and June 2020. The landlord has also provided options of a payment plan with no response as the tenant is uncooperative. The landlord also clarified that upon finding the unit vacant on June 15, 2020, the landlord advertised and was successful in finding a new tenant on June 16, 2020.

The landlord also claims that upon moving out the rental unit was found with a damaged bed that was provided as part of the tenancy and that the tenant has failed to clean the unit leaving it dirty. The landlord has submitted copies of two invoices for repairs to the bed and a cleaning service for expenses incurred.

In support of these claims the landlord has provided:

Tenancy Agreement  
Completed Condition Inspection Report, Move-in  
Incomplete Condition Inspection Report, Move-Out  
Canada Post Registered Mail Receipt and Tracking Labels  
Email Communications between parties, re: unpaid rent

### 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, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find that the landlord has provided sufficient evidence to satisfy me that the tenant failed to pay rent, vacated the rental unit without notice and leaving it dirty with a damaged bed. The landlord has provided sufficient evidence regarding the damages and costs for compensation. On this basis, I find that the landlord has established a claim for \$2,762.00.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$450.00 security deposit in partial satisfaction of this claim.

### Conclusion

The landlord is granted a monetary order for \$2,412.00.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the 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: July 09, 2020

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Residential Tenancy Branch