



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, 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 evidence that the tenant was served notice of this application and this hearing by email on May 3, 2020 in accordance with the Directors Practice due to the COVID – 19 pandemic. The landlord provided evidence that the email address was the usual and primary medium of correspondence. I am satisfied that the tenants have been served notice of this hearing, therefore, I continued in the absence of the tenants.

Issue to be Decided

Is the landlord entitled to a monetary award for loss and damages 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 tenancy began on November 5, 2020 and ended on March 1, 2020. The tenants were obligated to pay \$2100.00 per month in rent in advance plus 2/3 of the utilities and at the outset of the tenancy the tenant paid a \$1000.00 security deposit and \$500.00 pet deposit which the landlord still holds. The landlord testified that the tenant left the unit dirty and damaged at move out. The landlord testified that the tenants damaged walls and left many holes. The landlord testified that the carpet was stained quite badly. The landlord testified that the tenants did not pay rent for several months or the utilities. The landlord testified that the tenants just left the keys on the counter at move out and did not participate in the move out condition inspection.

The landlord is applying for the following:

1.	Loss of Rent	\$4700.00
2.	Repairs and Cleaning	1170.69
3.	Unpaid Utilities	734.42
4.	Filing Fee	100.00
5.		
6.		
7.		
8.		
9.		
10.		
	Total	\$6705.11

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. I address the landlords claim and my findings as follows.

The landlord provided extensive documentation, undisputed testimony, receipts and photos to support the entirety of his application. The landlord has provided sufficient evidence to support his claim and is entitled to \$6705.11

Conclusion

The landlord has established a claim for \$6705.11. I order that the landlord retain the \$1000.00 security deposit and \$500.00 pet deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$5205.11. This order may be filed in the Small Claims 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: September 03, 2020

Residential Tenancy Branch