



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on July 8, 2020, wherein the Landlord sought monetary compensation from the Tenant for unpaid rent, authority to retain the Tenant's security deposit and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on October 30, 2020. Only the Landlord and his son, H.R. called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 1:43 p.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord, his son, and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Landlord's son testified that they personally served the Tenant with the Notice of Hearing and the Application on July 9, 2020. A copy of the Proof of Service was provided in evidence before me. I accept the Landlord's son's undisputed testimony and I find the Tenant was duly served as of July 9, 2020 and I proceeded with the hearing in their absence.

### Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant for unpaid rent?
2. Should the Landlord be authorized to retain the Tenant's security deposit?
3. Should the Landlord recover the filing fee?

### Background and Evidence

This tenancy began June 1, 2019. Monthly rent is \$1,200.00 and the Tenant paid a \$600.00 security deposit.

The Landlord's son testified that the Tenant failed to pay rent for June and July 2020 such that the sum of \$2,400.00 is outstanding for rent.

The Landlord's son testified that the Tenant vacated the rental unit on or about July 29, 2020. The Tenant failed to provide the Landlord with a forwarding address.

### Analysis

In this section reference will be made to the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the *Residential Tenancy Policy Guidelines*, which can be accessed via the Residential Tenancy Branch website at:

[www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant).

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Landlord/Tenant has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the responding party in violation of the Act or agreement;
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

After consideration of the Landlord's undisputed evidence and testimony, and on a balance of probabilities I find as follows.

I find the Tenant was obligated to pay rent of \$1,200.00 per month. I accept the Landlord's testimony that the Tenant failed to pay rent for June and July 2020 such that the sum of \$2,400.00 is owing. I find, pursuant to sections 26 and 67 of the *Act* that the Landlord is entitled to recovery of these amounts from the Tenant.

As the Landlord has been successful in this Application I award the Landlord recovery of the \$100.00 filing pursuant to section 72 of the *Act*.

### Conclusion

The Landlord's claim for monetary compensation from the Tenant in the amount of \$2,500.00 including unpaid rent for June and July 2020 as well as recovery of the filing fee is granted.

Pursuant to sections 38 and 72 of the *Act* I authorize the Landlord to retain the Tenant's \$600.00 security deposit towards the \$2,500.00 awarded and I grant the Landlord a Monetary Order for the balance due in the amount of **\$1,900.00**. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

Section 71 of the *Act* allows me to make an Order for substituted service. I accept the Landlord's evidence that the Tenant failed to provide a forwarding address. I also accept the Landlord's son's undisputed testimony that they regularly used email to communicate with the Tenant throughout the tenancy. I therefore authorize the Landlord to serve the Monetary Order on the Tenant by email to the email address noted on the unpublished cover page of this my Decision.

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: October 30, 2020

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Residential Tenancy Branch