



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AMIGO INTERNATIONAL SERVICES  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

On July 10, 2020, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit towards this debt pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

E.R. attended the hearing as an agent for the Landlord. The Tenant did not attend at any point during the 27-minute hearing. All in attendance provided a solemn affirmation.

He advised that a Notice of Hearing and evidence package was served to the Tenant by registered mail on July 11, 2020 (the registered mail tracking number is noted on the first page of this Decision). The tracking history indicated that this package was delivered on July 13, 2020. Based on this undisputed evidence, and in accordance with Section 89 and 90 of the *Act*, I am satisfied that the Tenant has been deemed to have received the Landlord’s Notice of Hearing and evidence package five days after it was mailed. As such, I have accepted the Landlord’s evidence and will consider it when rendering this Decision.

The Tenant did not submit any documentary evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit towards this debt?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

E.R. advised that the tenancy started on January 1, 2020 and that it ended when the Tenant gave up vacant possession of the rental unit on August 1, 2020. Rent was established at \$1,900.00 per month and it was due on the 27<sup>th</sup> or 28<sup>th</sup> of each month. A security deposit of \$950.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

He stated that the Landlord is seeking compensation in the amount of **\$5,400.00** because the Tenant owed \$1,600.00 of May 2020 rent, \$1,900.00 for June 2020 rent, and \$1,900.00 for July 2020 rent. He did not implement a payment plan for the arrears. He referenced the rental invoices to the Tenant, that were submitted as documentary evidence, to support the Landlord's position that this amount is in arrears.

He advised that the Tenant did not provide a forwarding address in writing.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

Regarding the Landlord's claim for rental arrears of \$5,400.00, as there is no dispute that the Tenant owes this amount, I grant the Landlord a monetary award in the amount of **\$5,400.00** for the total rental arrears.

As the Landlord was successful in this Application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Pursuant to Section 67 of the *Act*, I allow the Landlord to retain the security deposit in satisfaction of this debt outstanding.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

**Calculation of Monetary Award Payable by the Tenant to the Landlord**

Item	Amount
Rental arrears for May 2020	\$1,600.00
Rental arrears for June 2020	\$1,900.00
Rental arrears for July 2020	\$1,900.00
Filing Fee	\$100.00
Less Security Deposit	-\$950.00
<b>Total Monetary Award</b>	<b>\$4,550.00</b>

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$4,550.00** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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: November 2, 2020

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Residential Tenancy Branch