



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL

### 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.

The matter was originally scheduled to be heard on October 30, 2020 however, due to some technical difficulties the parties were unable to connect with the Arbitrator. The Branch provided new notice of hearing documents to each party indicating today's date time and passcode; I am satisfied both parties were made aware of today's hearing. I address the original service of the documents by the landlord as follows. 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 sworn and documentary evidence that the tenant was served notice of this application and this hearing by personally serving them in the presence of a witness on July 10, 2020. Based on the submissions of the landlord, I find the tenant was served in accordance to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

### Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

### Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on December 1, 2019 and ended on September 1, 2020. The tenant was obligated to pay \$2500.00 per month on the first of each month and at the outset of the tenancy the tenant paid a \$1250.00 security deposit which the landlord still holds. The landlord testified that the tenant only paid \$450.00 for the rent due on April 1, 2020 and then made no further payments for the balance of the tenancy. The landlord testified that the amount owing for unpaid rent is \$12050.00.

### 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 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 and undisputed testimony to support their claim. I find that the landlord has provided sufficient evidence to show that the tenant still owes them \$12050.00 in unpaid rent, accordingly; the landlord is granted that amount. Although the landlord has not applied to retain the deposit, using the offsetting provision under section 72 of the *Act*, the landlord is entitled to retain the deposit.

### Conclusion

The landlord has established a claim for \$12,050.00. I order that the landlord retain the \$1250.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$10,800.00. 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: November 23, 2020

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Residential Tenancy Branch