



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-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; and
- 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 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 August 2, 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 and utilities?
Is the landlord entitled to the recovery of the filing fee for this application?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on September 1, 2019 and ended on September 1, 2020. The tenant was obligated to pay \$1000.00 per month on the first of each month plus utilities. The landlord testified that the tenant did pay rent for the months of June and July. The landlord testified that the tenant failed to

pay some of their utility bills in the amount of \$215.06. The landlord had tried to work with the tenant and have a repayment plan, however the tenant defaulted on the agreement.

Analysis

At the outset of the hearing the landlord advised that although they had applied to retain the security deposit, they had in fact returned it to the tenants, accordingly; I dismiss this portion of the landlord's application without leave to reapply. 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 documentation and undisputed testimony to support their claim. The landlord provided a signed document that the tenant acknowledged, signed and agreed to an amount owing of \$2215.06. I find that the landlord has provided sufficient evidence to show that the tenant still owes them this amount. The landlord is also entitled to the recovery of the \$100.00 filing fee.

Conclusion

The landlord has established a claim for \$2315.06. I grant the landlord an order under section 67 for the balance due of \$2315.06. 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

Residential Tenancy Branch