



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

On September 3, 2020, the Landlords made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Landlords attended the hearing; however, neither Tenant attended at any point during the 20-minute hearing. All parties in attendance provided a solemn affirmation.

The Landlords advised that they served each Tenant with a Notice of Hearing and evidence package by registered mail on September 12, 2020 (the registered mail tracking number is noted on the first page of this Decision). The tracking history indicated that these packages were delivered on September 16, 2020. Based on this undisputed evidence and testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants have been served the Notice of Hearing and evidence packages. As such, this evidence will be accepted and considered when rendering this Decision.

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

- Are the Landlords entitled to a Monetary Order for compensation?
- Are the Landlords 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.

The Landlords advised that the tenancy started on November 1, 2019 as a fixed term tenancy agreement of one year; however, the tenancy ended when the Tenants gave up vacant possession of the rental unit on August 31, 2020 by way of a Mutual Agreement to End Tenancy. Rent was established at \$2,750.00 per month and was due on the first day of each month. A security deposit of \$1,375.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

They stated that the Tenants provided their forwarding address in writing on the move-out inspection report on August 31, 2020. The Tenants agreed in writing for the Landlords to retain \$774.50 of the security deposit for issues related to the condition of the rental unit at the end of the tenancy. The Landlords returned the balance of the security deposit to the Tenants on September 10, 2020.

The Landlords advised that they are seeking compensation in the amount of **\$2,750.00** for a loss of rent for August 2020. They stated that the Tenants simply did not pay the rent for this month and attempted to lie about paying it. They asked the Tenants on August 31, 2020 for the rent and the Tenants stated that they would pay it; however, to date, they have not. They submitted emails and documentation as evidence supporting their position that the Tenants did not pay rent for this month prior to vacating.

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.

Section 67 of the *Act* allows for compensation to be awarded to a party if damage or loss results from a party not complying with the *Act*, the *Residential Tenancy Regulations*, or a tenancy agreement. Furthermore, an Arbitrator may determine this amount and may Order that party to pay compensation to the other party.

With respect to the Landlords' 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."

When reviewing the totality of the evidence before me, there is no dispute that the parties entered into a fixed term tenancy agreement on November 1, 2019 and that the

tenancy effectively ended on August 31, 2020 based on the Mutual Agreement to End Tenancy. Furthermore, the consistent and undisputed evidence is that the Tenants neglected to pay rent for August 2020. As such, I find that the Tenants are responsible for August 2020 rent. Consequently, I grant the Landlords a monetary award in the amount of **\$2,750.00** to remedy this debt.

As the Landlords were successful in this Application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this Application.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlords a monetary award as follows:

Calculation of Monetary Order Payable by the Tenant to the Landlords

Rental loss for August 2020	\$2,750.00
Recovery of filing fee	\$100.00
TOTAL MONETARY AWARD	\$2,850.00

Conclusion

I provide the Landlords with a Monetary Order in the amount of **\$2,850.00** in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: December 15, 2020

Residential Tenancy Branch