



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that each of the tenants were served with the notice of hearing package via Canada Post Registered Mail on November 10, 2020. The landlord also stated that both tenants were served with the submitted documentary evidence. The landlord referenced the 2 Canada Post Customer Receipt Tracking labels and the receipt in their evidence package as proof of service.

I accept the undisputed affirmed evidence of the landlord and find that the tenants were sufficiently served with the notice of hearing package via Canada Post Registered Mail on November 10, 2020 and the landlord's submitted documentary evidence and are deemed served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on January 12, 2020 on a fixed term tenancy until December 31, 2020 and then thereafter on a month-to-month basis. The monthly rent was \$2,198.00 payable on the 1st day of each month. A security deposit of \$1,099.00 was paid on January 12, 2020. The landlord stated that the tenancy ended on October 21, 2020.

The landlord seeks a monetary claim of \$4,036.50 which consists of:

\$3,936.50	Unpaid Rent,	
	\$10.00	July 2020
	\$100.00	August 2020
	\$2,288.00	September 2020
	\$2,198.00	Monthly Rent
	\$90.00	Monthly Parking Rent, X2
	\$1,538.50	October 2020
	\$1,478.75	Pro-rated Monthly Rent
	\$59.75	Pro-rated Monthly Parking Rent, X2
\$100.00	Filing Fee	
\$4,036.50	Total	

The landlord claims that the tenants failed to pay rent totalling, \$3,936.50. The landlord submitted a copy of a tenant ledger which details the monthly rent and parking rent for 2 spaces owed and payments made for this tenancy from June 29, 2020 to November 1, 2020. The landlord stated that tenants vacated the rental unit on October 21, 2020 and as such the tenants were credited with the remaining portion of the monthly rent after they had vacated. The landlord referred to the submitted tenant ledger which provides the pro-rated credited amounts for 10 days providing for the above claims for arrears for the month of October 2020.

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 prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I accept the undisputed affirmed evidence of the landlord and find based upon the above noted testimony and evidence referenced by the landlord that a total claim of \$3,936.50 for unpaid rent and monthly parking for 2 spaces has been established.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I also authorize the landlord to retain the \$1,099.00 security deposit held in partial satisfaction of the claim, leaving a balance of \$2,937.50 owed by the tenants.

Conclusion

The landlord is granted a monetary order for \$2,937.50.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the 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: February 19, 2021

Residential Tenancy Branch