



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MARYON MANOR & BAYSIDE PROPERTY SERVICES
LTD and [tenant name suppressed to protect privacy]

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;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions and arguments. The tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentation for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue to be Decided

Is the landlord entitled to a monetary award for loss or damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's agent gave the following testimony. The tenancy began on October 1, 2018 and ended on October 31, 2020. The tenant was obligated to pay \$1332.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$650.00 security deposit and \$80.00 fob deposit which the landlord still holds. The agent testified that the tenant left the unit dirty and left behind excessive garbage and personal items at move out. The agent testified that the tenant gave notice on October 21, 2020 that

she would be moving out by the end of that month. The agent testified that they mitigated the loss by renting the unit as soon as they could for November 15, 2020. Move in and move out condition inspection reports were done in writing with both parties present.

The landlord is applying for the following:

1.	Rental Loss November 1-15, 2020	\$666.00
2.	Junk Removal	100.00
3.	Cleaning	200.00
4.	Filing fee	100.00
5.		
6.		
7.		
8.		
9.		
10.		
	Total	\$1066.00

The tenant gave the following testimony. The tenant testified that she accepts responsibility for the cleaning of the suite and is okay with the junk removal “because its just a hundred bucks so I’m okay with that”. The tenant testified that her boyfriend is a police officer and due to privacy issues, she couldn’t submit evidence to show that the building is unsafe, hence the reason for the short notice.

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.

The tenant did not dispute the cleaning or junk removal claim. The tenant also acknowledged that she only gave ten days’ notice to move out without providing any documentation to justify the short notice. Section 45 of the *Act* addresses the short notice as follows:

45 (1)A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and
(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find that the tenant did not give appropriate notice and is in breach of the above section. I further find that the landlord has provided sufficient evidence to support their entire application and is entitled to \$966.00 for the above claims along with the recovery of the \$100.00 filing fee for this application for a total award of \$1066.00.

Conclusion

The landlord has established a claim for \$1066.00. I order that the landlord retain the \$730.00 security and fob deposits in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$336.00. 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: February 26, 2021

Residential Tenancy Branch