



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenants with the notice of hearing and the submitted 11 documentary evidence package on October 30, 2020 via Canada Post Registered Mail. The tenant, R.S. confirmed that no documentary evidence was submitted. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 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?
Is the landlord entitled to retain all or part of the security deposit?

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.

The landlord stated that monthly rent was \$1,900.00 and that a security deposit of \$950.00 was paid.

The landlord seeks a monetary claim of \$2,550.00 which consists of:

\$2,450.00	Unpaid Rent,	
	\$400.00	June 2020
	\$1,300.00	July 2020
	\$200.00	August 2020
	\$1,500.00	September 2020
	\$3,400.00	Total Arrears
	-\$950.00	Security Deposit
	\$2,450.00	Total less Security Deposit

The landlord clarified that the rental arrears owed total, \$3,400.00 based upon the above amounts, less the \$950.00 security deposit held by the landlord for a total of \$2,450.00.

The landlord stated that the tenants failed to pay all of the rent owed for the above noted months. The landlord relied upon the submitted copy of a tenant ledger named "Payment History...".

The tenant confirmed that rental arrears noted by the landlord are accurate and owed to the landlord.

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, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of both parties and find that the landlord has established a claim based upon the submitted evidence and the affirmed testimony of both parties. On this basis, the landlord has established the total claim of unpaid rent totalling \$3,400.00.

I authorize the landlord to retain the \$950.00 security deposit and grant the landlord recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$2,550.00.

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 12, 2021

Residential Tenancy Branch