



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTUR1 EXECUTIVES REALTY  
LTD 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* ("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.

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 documentary evidence that the tenant was served notice of this application and this hearing by registered mail on February 19, 2021 and deemed served five days later in accordance with section 90 of the Act. 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 losses 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 testimony is as follows. The one-year fixed term tenancy began on May 1, 2020 but ended early on January 30, 2021. The tenants were obligated to pay \$2300.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1150.00 security deposit which the landlord still holds. The landlord testified that the tenants moved out early and without notice and without paying for the month of

January. The landlord testified that despite his best efforts he couldn't rent the unit until February 15, 2021. The landlord seeks the \$2300.00 unpaid rent for January 2021 and the \$1150.00 loss of revenue for two weeks in February 2021. The landlord also seeks the recovery of the \$100.00 filing fee.

### 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. I address the landlords claim and my findings as follows.

The landlord provided extensive documentation, undisputed testimony, and receipts to support their application. I find that the landlord is entitled to \$3550.00 as claimed.

### Conclusion

The landlord has established a claim for \$3550.00. I order that the landlord retain the \$1150.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$2400.00. 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: June 10, 2021

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Residential Tenancy Branch