



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNDC MNSD FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on November 19, 2021. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing. However, the Tenants did not. The Landlord stated that he sent the Tenant's each a copy of the Notice of Hearing and evidence by registered mail on June 3, 2021, to the rental unit. The Landlord provided proof of mailing. Pursuant to section 89 and 90 of the Act, I find the Tenants are deemed served with this package 5 days after it was mailed, on June 8, 2021.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent and utilities or for damage or loss under the Act?
- Is the Landlord entitled to retain all or a portion of the Tenants' security and pet deposit in partial satisfaction of the monetary order requested?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord provided a copy of the tenancy agreement into evidence. Monthly rent was set at \$1,825.00 and was due on the first of the month. Monthly rent included parking. The tenancy agreement also includes a term that requires the Tenants to pay a late rent fee of \$50.00 each time rent is late.

The Landlord stated that the Tenants stopped paying rent in a consistent manner sometime in February. The Landlord stated that, as of the time of this hearing, the Tenants owe full rent for March 2021, May 2021, and June 2021. The Landlord stated that the Tenants moved out in the middle of the night sometime in the middle of June to avoid repayment.

The Landlord is seeking 3 months of rent, plus the late rent fees for the respective months.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

Based on the undisputed evidence and testimony, I find the Tenants failed to pay rent for March, May, and June 2021, totalling  $3 \times \$1,825.00 = \$5,475.00$ . I also note the Tenants agreed to pay a late fee when rent was not paid on time, as per the tenancy agreement. As such, I award the \$150.00 for late fees.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with his application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security and pet deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

<b>Item</b>	<b>Amount</b>
Lost Rent (3 x \$1825.00)	\$5,475.00
Late fees	\$150.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$5,725.00
LESS: Security Deposit	\$900.00
<b>Total Amount</b>	<b>\$4,825.00</b>

### Conclusion

The Landlord is granted a monetary order in the amount of **\$4,825.00**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: November 19, 2021

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Residential Tenancy Branch