



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY
MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-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 landlords agent. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenants were served notice of this application, their documentary evidence and this hearing by registered mail on August 27, 2021. Canada Post tracking information was submitted in the landlord's evidence. Based on the submissions of the landlord and in accordance to sections 89 and 90 of the *Act*, I find that the tenants were deemed served five days later on September 1, 2021 Therefore, I continued in the absence of the tenants.

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 agents undisputed testimony is as follows. The tenancy began on August 1, 2011 and ended on July 28, 2021. The tenants were obligated to pay \$1400.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$650.00 security deposit which the landlord still holds. The landlord testified that the tenants left the unit and carpets dirty at move out. The agent testified that the tenants did not pay the rent owing for the month of July 2021 and moved out after they were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The landlord is applying for the following:

1.	Suite Cleaning	\$120.00
2.	Carpet Cleaning	200.00
3.	Unpaid Rent for July 2021	1400.00
4.	Filing Fee	100.00
5.		
6.	Less Deposit	-650.00
7.		
8.		
9.		
10.		
	Total	\$1170.00

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, receipts, and the move in and move out condition inspection report to support their application. The landlord has been successful in their entire claim and are granted \$1820.00.

Conclusion

The landlord has established a claim for \$1820.00. I order that the landlord retain the \$650.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$1170.00. 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 24, 2022

Residential Tenancy Branch