



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainline Living Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNR-DR, OPR-DR, FFL**

Introduction

This hearing dealt with two applications by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession pursuant to sections 46 and 55;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fees for the applications pursuant to section 72.

TB attended for the landlord ("the landlord"). The landlord had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained. The tenants are referenced in the singular.

This is a continuation of a hearing which was adjourned by an Adjudicator in a Decision dated February 28, 2022.

The landlord explained the tenant had vacated the unit on February 26, 2022. The landlord withdrew the request for an Order of Possession.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 25 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

Service of Documents

As the tenant did not attend the hearing, the landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on March 21, 2022 and deemed received by the tenant under section 90 of the *Act* five days later, that is, on March 26, 2022.

The landlord provided the Canada Post Tracking Number and a copy of receipt in support of service. Further to the landlord's testimony and supporting documents, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution on March 26, 2022 pursuant to sections 89 and 90.

Issues:

Is the landlord entitled to the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background

The landlord provided uncontradicted testimony as the tenant did not attend the hearing.

The landlord submitted a copy of the tenancy agreement and provided the following details about the background of the tenancy:

ITEM	DETAILS
Type of tenancy	Monthly
Date of beginning	November 1, 2020
Date of ending	February 26, 2022
Monthly rent payable on 1 st	\$1,840.00
Security deposit	\$500.00
Pet deposit	0
Date of application	February 8, 2022
Forwarding Address	Provided February 26, 2022

A condition inspection was conducted on moving in and a copy was submitted in evidence. The report indicated that the unit was in good condition in all relevant aspects.

The landlord testified the tenant did not pay rent for the months December 2021, January and February 2022. Outstanding rent of \$5,520.00 is owing.

The landlord requested reimbursement of the filing fee and authorization to apply the security deposit to the award as follows:

ITEM	AMOUNT
Total claim	\$5,520.00
Filing fee	\$100.00
(Less security deposit)	(\$500.00)
Award Requested	\$5,120.00

The landlord requested a total Monetary Order of \$5,120.00.

Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. I will only refer to certain aspects of the submissions and evidence in my findings.

In this section reference will be made to the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the *Residential Tenancy Policy Guidelines*.

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement.

Section 7(1) of the *Act* provided that if a landlord or tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The claimant must establish four elements.

1. The claimant must prove the existence of the damage or loss.
2. Secondly, the claiming party must that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.
3. Once those elements have been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.
4. Finally, the claimant has a duty to take reasonable steps to reduce, or mitigate, their loss.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

In this case, the onus is on the landlord to prove the landlord is entitled a claim for a monetary award. The landlord provided believable testimony supported in all material aspects by well-organized and comprehensive documents including a ledger and Monetary Order Worksheet.

I have considered all the evidence submitted by the landlord including the tenancy agreement. I accept the landlord's testimony that the tenant vacated the unit leaving a balance of rent owing of \$5,520.00. I find the landlord has met the burden of proof with respect to the amount claimed in outstanding and accrued rent.

I authorize the landlord to apply the security deposit to the monetary award.

As the landlord has been successful in this matter, I award the landlord reimbursement of the filing fee in the amount of \$100.00.

I grant a monetary award to the landlord in the amount of ~~\$\$\$~~\$5,520.00.

ITEM	AMOUNT
Total claim	\$5,520.00
Filing fee	\$100.00
(Less security deposit)	(\$500.00)
Monetary Order	\$5,120.00

In summary, I grant the landlord a Monetary Order of \$5,120.00

Conclusion

The landlord is entitled to a Monetary Order in the amount of \$5,120.00.

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: March 28, 2022

Residential Tenancy Branch