



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1724 Holdings Ltd. c/o Rancho Management
Service and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, FFL**

Introduction

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

- 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*;
- 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 fee for this application pursuant to section 72.

The agent AA attended for the landlord ("the landlord") and had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained.

The tenants ("the tenant") did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 12 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

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 to the tenant's address in the Condition Inspection Report on moving out on February 9, 2022 and deemed received by the tenant under section 90 of the *Act* five days later, that is, on February 14, 2022.

The landlord submitted the mailing receipt as evidence which included the Canada Post Tracking Number.

Pursuant to the landlord's evidence and sections 89 and 90, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution on February 14, 2022.

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 naming a corporate landlord for whom he is the authorized agent. The landlord provided the following details about the background of the tenancy:

ITEM	DETAILS
Type of tenancy	Fixed term
Date of beginning	April 24, 2021
Date of ending	December 3, 2021
Monthly rent payable on 1 st	\$1,600.00
Security deposit	\$800.00
Date of application	December 17, 2021
Forwarding Address	December 3, 2021

The parties conducted a condition inspection on moving in and moving out. A copy of the signed Report was submitted.

The landlord testified the tenant did not pay rent for the month of December 2021, vacated without proper notice, and ended the fixed term early without consent. Outstanding rent of \$1,600.00 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	\$1,600.00
Filing fee	\$100.00
(Less security deposit)	(\$800.00)
Award Requested	\$900.00

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.

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 \$1,600.00 for the month of December 2021. 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 \$900.00.

ITEM	AMOUNT
Total claim	\$1,600.00

Filing fee	\$100.00
(Less security deposit)	(\$800.00)
Award Requested	\$900.00

Conclusion

The landlord is granted a Monetary Order of \$900.00. This Monetary Order may be filed and enforced in the Courts of the Province of BC.

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: July 25, 2022

Residential Tenancy Branch