



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent (“Ten-Day Notice”) 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 fee for this application pursuant to section 72.

The landlord attended and had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained.

This is a continuation of a hearing which was adjourned by an Adjudicator in a Decision dated April 7, 2022.

The landlord explained the tenant had vacated the unit on April 30, 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 22 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 personally served the tenant with the Adjudicator's Decision, the Notice of Hearing and Application for Dispute Resolution on April 10, 2022.

Further to the landlord's testimony and supporting documents, I find the landlord served the tenant with documents on April 10, 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 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	Monthly

Date of beginning	April 1, 2021
Date of ending	April 30, 2022
Monthly rent payable on 1 st	\$1,500.00
Security and Pet Deposits ("the security deposit") - total	\$1,500.00
Date of application	March 4, 2022
Forwarding Address	No provided.

No condition inspection report was submitted. The landlord testified the tenant moved out without notice and without providing a forwarding address.

The landlord testified the tenant did not pay rent for the month of April 2022. Outstanding rent of \$1,500.00 is owing. After the landlord issued the 10 Day Notice, subsequent rent payments were received for use & occupancy only.

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

ITEM	AMOUNT
Total claim	\$1,400.00
Filing fee	\$100.00
(Less security deposit)	(\$1,500.00)
Award Requested	\$0.00

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 \$1,500.00. 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	\$1,400.00
Filing fee	\$100.00
(Less security deposit)	(\$1,500.00)
Award Requested	\$0.00

Conclusion

The landlord is entitled to a monetary award for outstanding rent and reimbursement of the filing fee which is satisfied by the application of the security deposit leaving no balance owing.

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 19, 2022

Residential Tenancy Branch