



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord provided undisputed affirmed evidence that both tenants were served with the notice of hearing package and the first documentary evidence package via Canada Post Registered Mail on March 20, 2017 and have provided copies of the Canada Post Customer Receipt Tracking labels as confirmation. The landlord has also submitted a copy of the online tracking report(s). The landlord also stated that the second documentary evidence package was served to both tenants on July 17, 2017 via Canada Post Registered Mail and has submitted a copy of the Canada Post Customer Receipt Tracking label as confirmation. I accept the undisputed affirmed evidence of the landlord and find that the tenants were both properly served as per sections 88 and 89 of the Act.

### Preliminary Issue(s)

At the outset it was clarified with the landlord that an amendment was received within the body of the landlord's initial documentary evidence package without filing it with the Residential Tenancy Branch or serving the tenants. The unfiled amendment was for increasing the monetary claim to \$2,625.00. As this was not filed properly by the

landlord, this amendment shall not be allowed to proceed for this hearing. Only the landlord's original monetary claim of \$1,750.00 shall proceed.

The landlord filed an amendment to the application for dispute on August 10, 2017 removing one of the named tenants. The tenant, C.G. shall be removed from the application. The landlord's application shall proceed on the tenant, K.R. only.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for money owed or compensation for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on July 1, 2017 on a fixed term tenancy ending on June 30, 2017 as per the submitted copy of the signed tenancy agreement dated May 26, 2016. The monthly rent was \$1,450.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$725.00 was paid.

The landlord seeks a monetary claim of \$1,750.00 which consists of:

\$1,450.00	Unpaid Rent/Loss of Rental Income, December 2016
\$100.00	Parking Pass (X2 @ \$50.00 each)
\$200.00	Strata Bylaw Fine

The landlord provided undisputed affirmed evidence that the tenant provided notice via email on November 22, 2016 to end the tenancy on December 1, 2016. The landlord stated that upon being notified the landlord engaged the services of a property management company, which immediately began to advertise the rental unit to be re-rented. The landlord stated that showings were made, but that the rental unit was not successfully re-rented until January 1, 2017.

The landlord provided undisputed evidence that the tenants failed to return 2 parking passes to the landlord at the end of tenancy. The landlord has referenced the incomplete condition inspection report for the move-out and the 8 pages of emails between the landlord's agents and the Strata Management Company that the costs of replacing the parking passes were \$50.00 each.

The landlord also provided undisputed evidence that the tenants were subject to Strata Bylaw Actions in which they were found to have contravened. The landlord has provided a copy of a letter from the Strata Management Company dated September 8, 2016 which states that a \$100.00 fine was imposed upon the tenants and registered against the landlord. The landlord was unable to clarify why the claim of \$200.00 was made and has only referenced the one letter dated September 8, 2016 for a \$100.00 fine.

#### 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 prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I accept the undisputed evidence of the landlord and find that a claim has been established for monetary compensation on the following basis.

\$1,450.00	Unpaid Rent/Loss of Rental Income, December 2016
\$100.00	Parking Pass (X2 @ \$50.00 each)
\$100.00	Strata Bylaw Fine

The landlord having failed to provide any further evidence of explanation of why a \$200.00 claim for a Strata Bylaw Fine was made, yet only providing evidence of a \$100.00 is limited to a \$100.00 entitlement for the Strata Bylaw Fine. The landlord has established a total monetary claim of \$1,650.00.

The landlord having been substantially successful in the application is entitled to recovery of the \$100.00 filing fee.

I authorize the landlord to retain the \$725.00 security deposit in partial satisfaction of the claim.

Conclusion

The landlord is granted a monetary order for \$1,000.00.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial 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: August 17, 2017

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Residential Tenancy Branch