



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC, MNRL-S, FFL

Introduction

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

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee from the tenants pursuant to section 72.

The tenants did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord attended and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenants with the notice of application and evidence personally on or about August 20, 2020. Based on the undisputed testimony I find that the tenants were served with the landlord's materials on August 20, 2020 in accordance with sections 88 and 89 of the Act.

At the outset of the hearing the landlord testified that the tenants have vacated the rental unit and that there was a fee waiver for their filing fees and withdrew those portions of their application.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Background and Evidence

This periodic tenancy began in May 2020 and ended sometime in August, 2020. The monthly rent was \$2,000.00 payable on the first of each month. The tenants were also responsible for paying a portion of the monthly utilities. A security deposit of \$1,000.00 was paid at the start of the tenancy and is still held by the landlord.

The landlord testified that there is a rental and utility arrear of \$1,000.00 as at the date of the hearing, October 5, 2020.

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.

I accept the undisputed evidence of the landlord that there was a valid tenancy agreement between the parties obligating the tenants to pay rent in the amount of \$2,000.00 and utilities. I accept that there is a rental and utility arrear of \$1,000.00 as at the date of the hearing. Accordingly, I issue a monetary award in the landlord's favour in that amount.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenants' full security deposit in satisfaction of the monetary award issued in the landlord's favour

Conclusion

The landlord is authorized to retain the full security deposit in satisfaction of their monetary award of \$1,000.00.

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: October 5, 2020

Residential Tenancy Branch