



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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:

- 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*;
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.

The tenant attended and was represented throughout by her agent and adult son KM who translated for the tenant.

The landlord attended.

The parties did not raise any issues regarding service.

Issue(s) to be Decided

Is the landlord entitled to compensation?

Background and Evidence

Relevant evidence, complying with the Rules of Procedure, was carefully considered in reaching this decision. Only relevant and admissible oral and documentary evidence needed to resolve the issues of this dispute, and to explain the decision, is reproduced below.

Tenancy

The parties agreed as follows. The tenancy began April 1, 2021.

The tenant paid a \$1,100.00 security deposit which the landlord holds.

Rent was \$2,200.00.

The tenant gave one month notice they were moving out at the end of August 31, 2022. They cleaned the unit and returned the keys on September 2, 2022, two days later.

The landlord agreed there was no damage to the unit which the tenant left clean.

Landlord's Claims

1. Rent

The landlord stated as follows. The tenant did not pay rent for the last two weeks of August 2022. The landlord requested an award for unpaid rent.

The landlord provided no supporting evidence such as a tenant ledger or copies of receipts.

2. Utilities

The landlord stated as follows. The tenant vacated owing \$136.00 in outstanding utilities.

Tenant's Reply

1. Rent

The tenant stated as follows. They always paid rent on the first day of the month. The tenant paid the rent in full for August 2022.

They did not submit documentary evidence such as receipts.

During the hearing, they agreed to pay the landlord for overholding in the amount of \$142.00, being the prorated rent for two days.

2. Utilities

During the hearing, the tenant agreed to pay the amount requested by the landlord for outstanding utilities of \$136.00.

Analysis

Standard of Proof

The standard of proof in a dispute resolution hearing is on a balance of probabilities. This means that it is more likely than not that the facts occurred as claimed.

The responsibility to prove their case is on the person making the claim. In this case, the landlord must prove their claim.

The landlord must prove four items:

1. Did the tenant fail to comply with their legal obligations?
2. If yes, did loss or damage result?
3. What is the value of this loss or damage?
4. Did the landlord try to reduce their losses?

Landlord's Claim: Rent

The landlord did not submit any normal business records, such as a ledger or copies of receipts.

The tenant denies the landlord's claim. I find the tenant has created doubt about the landlord's claim and the landlord has failed to meet the onus of proof.

The landlord has failed to show the tenant owes rent.

Except for the amount of the two days rent for overholding which is \$142.00 and which the tenant agrees to pay, I dismiss the landlord's application for outstanding rent without leave to reapply.

Summary

I award the landlord the utilities claimed and two days of overholding rent which I find is \$142.00. I dismiss the balance of the landlord's claims without leave to reapply. I authorize the landlord to pay these amounts from the security deposit which they hold.

I direct the landlord to return the balance of the security deposit of **\$822.00** after the deduction of the following:

ITEM	AMOUNT
Security deposit	\$1,100.00
(Less utilities agreed upon by tenant)	(\$136.00)
(Less 2 days overholding rent agreed by tenant)	(\$142.00)
TOTAL	\$822.00

As the landlord has been mostly unsuccessful in their claim, I do not award the landlord reimbursement of the filing fee.

Therefore, I direct the landlord to return the balance of the security deposit in the amount of \$822.00 as calculated above.

I grant the tenant a Monetary Order for **\$822.00**.

Conclusion

The landlord is granted awards for outstanding utilities and overholding rent as stated above which the landlord may deduct from the security deposit held by them.

The landlord must return the balance of the security deposit to the tenant in the amount of **\$822.00**. I grant the tenant a Monetary Order in this amount.

The Monetary Order must be served on the landlord. The tenant may file and enforce the Monetary Order 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: June 12, 2023

Residential Tenancy Branch