

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** ET MND MNR FF

## **Introduction**

This hearing dealt with an application by the landlord for an order to end tenancy early, a monetary order for unspecified damages and rent arrears, and an order to recovery of the filing fee.

Both Tenant and Landlord participated in the hearing

## **Issue(s) to be Decided**

Is the request to end tenancy early valid?

Is the landlord entitled to the monetary amounts claimed?

## **Background and Evidence**

The tenancy began on September 15, 2008. Rent in the amount of \$1350 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$675. The landlord's claim is that the tenant failed to pay rent in the months of September and October 2008 and on October 7, 2008 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of November 2008 and the landlord determined to file an application for dispute resolution for recovery of rent arrears for all three months.

The tenant advised in the hearing that she had vacated the rental unit some 5 days prior to the hearing, had left the unit vacant and clean but had failed to notify the landlord that she had moved out. The actual landlord was out of town and not to return until well into the new year. The landlord representative in this matter was unable to confirm information from the tenant that the rent had been paid for September 2008. Both parties agreed that the rent for October and November is outstanding as it has not been paid.

The landlord claims that due to time constraints by this tenancy he is currently unable to rent the unit for December 1<sup>st</sup>. but will endeavour to rent it for December 15, 2008.

### **Analysis**

The landlord was not able to establish grounds for an early end to tenancy nor was he able to agree that this was his application's intention, and on this basis I dismissed this portion of the application at the onset of the hearing.

Based on the landlord's and tenant's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and only recently vacated the rental unit.

The landlord was unable to establish or substantiate that there has been damage to the rental unit beyond wear and tear as there has not been an inspection of the unit since the tenancy started; therefore I dismiss this portion of the landlord's application.

Based on the above facts I find that the landlord has established a claim for \$2650 in unpaid rent and revenue loss for the month of December 2008 for one-half month in the amount of \$675. The landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$3375.

### **Conclusion**

I order that the landlord retain the deposit and interest of \$677.16 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2697.84. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 1, 2008