



# **Dispute Resolution Services**

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

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD and FF

### **Introduction**

This application was brought by the landlord seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served in person on January 16, 2009. The landlord also sought a Monetary Order for the unpaid rent and loss of rent and the filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance owed.

At the commencement of the hearing, the landlord advised that the tenants had vacated the rental unit on January 31, 2009 and withdrew his request for an Order of Possession.

Despite being served with the Notice of Hearing served in person on January 26, 2009, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

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

This application requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent/loss of rent and filing fee and authorization to retain the security deposit.

## **Background and Evidence**

This tenancy began December 15, 2007. Rent was \$1,500 per month and the landlord holds a security deposit of \$575 paid on November 24, 2007.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served when the tenants had not paid the rent for January 2009. The notice set an end of tenancy date of January 26, 2009.

As the landlord did not have adequate notice to advertise for new tenants, and because the rental unit was left in such a state that it required considerable time to prepare it for new tenants, the landlord seeks loss of rent for February 2009.

Among the damages, the landlord stated that there were holes in walls and doors, a broken window, and a large amount of garbage in and around the rental unit. In addition, while the rental agreement specifically prohibited the tenants from interfering with trees on the property, the landlord stated that they had cut down 10 trees without authorization which the landlord believes were used for heat and for sale.

While these damages are not claimed in the present application, the landlord is at liberty to make a further application when he has been able to assess the full costs of repairs and value of the trees. If the claim exceeds \$25,000, the application should be made before the Supreme Court of British Columbia.

## **Analysis**

In the meantime, I find that the tenants owe the landlord rent for January, loss of rent for February and the filing fee for this proceeding and the landlord is authorized to retain the security deposit in set off as follows:

January 2009 rent	\$1,150.00
February 2009 loss of rent	1,150.00
Filing fee	<u>50.00</u>
Sub total	\$2,350.00
Less retained security deposit	- 575.00
Less interest (May 1, 2008 to date)	- <u>9.54</u>
<b>TOTAL</b>	<b>\$1,765.46</b>

## Conclusion

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,765.46.

February 12, 2009

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Dispute Resolution Officer