



Dispute Resolution Services

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

Decision

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for Unpaid Rent, for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding. The Landlord also applied to keep all or part of a security deposit. At the beginning of the hearing the Landlord abandoned her application for an Order of Possession.

The Landlord served the Tenants in person on January 8, 2009 with a copy of the Application and Notice of Hearing in this matter. I find pursuant to s. 89 of the Act that the Tenants were properly served with notice of this hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

1. Are there arrears of rent and if so, how much?
2. Is the Landlord entitled to keep all or part of the Tenants' security deposit?

Background and Evidence

This tenancy started on November 1, 2008 and ended on January 10, 2009 when the Tenants moved out. Rent was \$875.00 per month payable on the 1st day of each month. The Landlord said the Tenants did not pay rent for January, 2009 and as a result, the building manager served them in person on January 2, 2009 with a copy of a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated January 2, 2009. The Landlord said the Tenants have not paid any amounts since being served with the Notice and that the rental unit was not re-rented until February 1, 2009.

Analysis

Section 7 of the Act says that if a Tenant does not comply with the Act or their tenancy agreement, the Tenant must compensate the Landlord for any damage or loss that

results. I find that the Tenants breached their tenancy agreement when they did not pay rent for January, 2009 when it was due. As a result, I find that the Landlord is entitled to recover a loss of rental income for January, 2009 from the Tenants as well as her \$50.00 filing fee for this proceeding. Pursuant to s. 38(4), 62(3) and 72 of the Act, I order the Landlord to keep the Tenants' security deposit plus accrued interest in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as follows:

Rent arrears/Loss of rent:	\$875.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$925.00
Less: Security Deposit:	(\$437.50)
Accrued Interest:	<u>(\$1.09)</u>
BALANCE OWING:	\$486.41

Conclusion

A Monetary Order in the amount of **\$486.41** has been issued to the Landlord and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.