

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, FF

### **Introduction**

This hearing was convened in response to an application by the landlord for an Order of Possession due to unpaid rent, a Monetary Order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order for money owed or compensation under the Act, regulation or tenancy agreement. Despite having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

The landlord advised the tenant vacated the rental unit April 30, 2009. As the tenant has moved from the rental unit, this decision will only deal with matters pertaining to the monetary claim.

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

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on September 01, 2006. Rent in the amount of \$756 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 \$342.50, which the landlord still holds.

The tenant failed to pay \$18 of rent in the month of March 2009. The tenant failed to pay any rent for the month of April 2009 and on April 03, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent with an effective date of April 13, 2009. The tenant did not vacate, nor did they file for dispute resolution, and gave no indication when they would vacate, or if they would vacate. According to the landlord the tenants "skipped" at the end of April, which was realized the first weekend of May 2009. The landlord seeks to recover loss of rental revenue for May 2009. The quantum of the landlord's monetary claim is for **\$1530**.

### **Analysis**

Based on the landlord's undisputed testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent effective April 13, 2009. The tenant did not vacate on that date. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. The tenant did not give the landlord any indication after the effective date that they would move out.

Once the landlord realized the tenant vacated the rental unit it is the landlord's duty and obligation to re-rent the unit as soon as possible. The landlord did not lead evidence to show they were unable to re-rent for May 15 2009. I grant the landlord one-half month's rent for up to May 15 2009 in compensation for loss of revenue, in the amount of \$378.

As for the monetary order, I find that the landlord has established a total claim for **\$1152** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1202**.

### **Conclusion**

**I order** that the landlord retain the deposit and interest of \$349.63 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$852.37**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated May 25, 2009.