

Dispute Resolution Services

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

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 to retain the security deposit in partial satisfaction of the monetary claim. As the tenant has moved from the rental unit, this decision will only deal with matters pertaining to the monetary claim.

I accept that 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.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed evidence before me is as follows. The tenancy began on September 15, 2007. Rent in the amount of \$975 was 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 \$490. The tenant failed to pay rent in the month of May 2009 and on May 07, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant vacated the rental unit without notice on May 31, 2009. The landlord is claiming loss of revenue for the month of June 2009 as the move was not anticipated and the landlord could not re-rent for June 2009. The landlord also provided evidence of unpaid utilities for April and May 2009 in the amount \$190. The

landlord further claims \$100 for repair to a damaged wall left covered by a calendar by the tenant. The quantum of the landlord's monetary claim is **\$2240**.

Analysis

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

In the absence of an invoice for the wall repairs, I grant the landlord \$50 for this damage.

Therefore, I find that the landlord has established a claim for **\$2190** in unpaid rent, utilities and damage to a wall. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2240**.

Conclusion

I order that the landlord retain the deposit and interest of \$499.55 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1740.45**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 30. 2009