

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover unpaid rent, the costs of repairs and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for costs incurred to repair the rental unit and for the filing fee? Does the tenant owe the landlord rent? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on March 01, 2007 and ended on April 12, 2009. The rent was \$650.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$325.00.

The landlord stated that the tenant's rent cheque for the month of March was returned for insufficient funds. The landlord was out of town, undergoing surgery and did not find out until March 28, 2009. The landlord served the tenant with a ten day notice to end tenancy. The tenant also failed to pay rent for April 2009, but on April 03, 2009, paid \$100.00 towards his rental arrears. The tenant moved out on April 12, 2009. The landlord advertised the availability of the suite in the newspaper and on the internet and found a tenant for May 01, 2009.

The landlord is claiming the following:

1.	Rent for March 2009	\$650.00
2.	Balance of rent for April 2009	\$550.00
3	Estimated cost to repair broken window	\$100.00
4.	Filing fee	\$50.00
	Total	\$1350.00

The tenant did not dispute the landlord's claim for rent for March and for the cost to fix the broken window. The tenant stated that he moved out on April 12, 2009 and therefore should not have to pay rent for the whole month.

Analysis

The tenant moved out on April 12, 2009. The landlord made attempts to mitigate her losses by advertising the availability of the rental unit but was unsuccessful in finding a tenant, for the remainder of April. As a result, the landlord incurred a loss of income for April. I find that the tenant is responsible for making good this loss. Accordingly, I find that the landlord is entitled to her monetary claim for rent, loss of income and repair costs. The landlord has proven her case and is entitled to the recovery of the filing fee. Overall, the landlord has established a claim for the amount of \$1350.00.

I order that the landlord retain the security deposit of \$325.00 and interest of \$9.21 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1015.79. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1015.79**

Dated July 16, 2009.

Dispute Resolution Officer