



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNR, MNSD, MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order for unpaid rent, an Order to keep all or part of the security deposit and for damage or loss under the Act.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on July 03, 2009. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant received the hearing documents on July 09, 2009.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form.

There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Has the tenant breached an agreement with the landlord?
- Is the landlord entitled to a Monetary Order for loss of rent and money owed for utilities?
- Is the landlord entitled to keep all or part of the security deposit?

## Background and Evidence

This was a fixed term tenancy for one year which started January 01, 2009. The tenant moved from the rental unit on March 31, 2009 subsequently ending the tenancy nine months early. The tenant paid rent of \$580.00 which was due on the 1<sup>st</sup> of each month. The landlord was overseas at the time the tenant moved out and was unsure when the tenant had supplied his forwarding address to the landlords' sister in his absence. The landlord believes the tenant moved out due to problems with a neighbour.

The landlord has presented the Hydro bill for the house which is split between six tenants. The landlord claims the tenants' share of this is \$67.50. The landlord has also presented the Shaw cable bill which was shared between three of the tenants and claims the tenants share of this is \$8.73. The landlord testifies that as the tenant moved out of the rental house without notice and has breached the fixed term tenancy agreement he was unable to re-rent the house for the month of April, 2009 and requests the tenant pays rent for this month. The room was re-rented from May 01, 2009. The landlord has requested that he retain the tenants' security deposit in partial payment towards loss of rent for April, 2009.

## Analysis

RTB Policy Guideline #3 – Claims for Rent and Damages for Loss of Rent states that; when a tenant ends the fixed term tenancy agreement by leaving the rental unit before the end of the fixed term the landlord is entitled to make a claim for loss of rent over the balance of the fixed term. The damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement. As the landlord has been able to re-rent the rental unit one month after the tenant vacated, I find that the landlord has established his monetary claim for loss of rent for April, 2009 of **\$580.00**. I also find the landlord is entitled to a Monetary Order for the tenants' share of the utilities of **\$76.23**.



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I find the landlord is entitled to retain the tenants' security deposit of **\$290.00** in partial payment towards money owed by the tenant and a Monetary Order for the balance has been issued for the following amount:

Loss of rent for April	\$580.00
Less security deposit	(-\$290.00)
Total amount due to the landlord	\$366.23

## Conclusion

I HEREBY FIND in favor of the landlords monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$366.23**. The order must be served on the respondent and is enforceable through the Provincial Court (Small Claims) as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 31, 2009.

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Dispute Resolution Officer