



Dispute Resolution Services

Residential Tenancy Branch

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 tenants have moved from the rental unit, this decision will only deal with matters pertaining to the monetary claim.

I accept the landlord's evidence that despite the tenant 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 notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on November 01, 2009. Rent in the amount of \$375 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 \$187.50. The tenant failed to pay rent in the month(s) of April, June and July of 2009 and on July 08, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant vacated the rental unit on, or just prior to July 31, 2009. The landlord seeks loss

of revenue for the month of August 2009 in the amount of \$375 as the landlord, having no indication when and if the tenant would vacate could not remediate the suite and to rent it out again for August 2009. The landlord further seeks \$180.48 for damages to the unit for a broken window. The landlord supplies an invoice in this respect. The quantum of the landlord's monetary claim is **\$1680.48**.

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 and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice.

I find that the landlord has established a claim for **\$1680.48** in unpaid rent, loss of revenue, and damage to the rental unit. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1730.48**

Conclusion

I order that the landlord retain the deposit and accrued interest of \$187.97 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$1542.51**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 10, 2009.