

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the Landlord for an order for monetary damages arising from the Tenant failing to pay rent and to keep the security deposit in partial satisfaction of the claim, and to recover the filing fee for the Application.

This matter was originally set to be heard on September 18, 2009, however, the Tenant requested an adjournment at that time and the Landlord consented to it. The hearing was rescheduled to be heard today, and the Tenant and his Advocate were provided with a Notice of Hearing for today. Nevertheless, neither the Tenant nor his Advocate appeared at the rescheduled hearing. I find the Tenant has been duly served with the Notice of Hearing and Application for Dispute Resolution.

Pursuant to the rules of procedure, the hearing proceeded without the Tenant or his Advocate.

The Agent for the Landlord provided affirmed testimony and evidence in support of the Landlord's claim.

### Issues(s) to be Decided

Is the Landlord entitled to the monetary relief sought?

### Background and Evidence

The Tenant and the Landlord entered into a fixed term tenancy agreement on March 23, 2009, with the Tenant paying a security deposit of \$212.50 on March 20, 2009.

On May 25, 2009, the Tenant was issued a one month Notice to End Tenancy for cause, with an effective date of June 30, 2009. The Tenant did not dispute the Notice to End Tenancy. On June 1, 2009, the Tenant did not pay the Landlord the rent that was due and the following day the Landlord issued the Tenant a 10 day Notice to End Tenancy for unpaid rent.

The Tenant vacated the rental unit without paying the June rent. The Landlord mitigated this loss by getting another renter into the unit before the end of June 2009.

The Landlord seeks a monetary order of \$263.00 for lost June rent and to recover the filing fee of \$50.00, and wishes to keep the security deposit.

Analysis

I find the Tenant breached the Act and tenancy agreement by failing to pay rent when due.

The Tenant's breach caused a loss to the Landlord of a portion of the June 2009 rent. Under section 67 of the Act, I order that the Landlord is entitled to receive **\$313.00** from the Tenant for the rent and filing fee due.

I order that the Landlord may keep the security deposit and any interest in partial satisfaction of the claim.

The Landlord waived the right to receive a monetary order for the balance due.

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: November 05, 2009.

---

Dispute Resolution Officer