

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, 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 loss of revenue 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. I accept the landlord's evidence that despite the tenant and any all other respondents in this matter 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) they did not participate in the conference call hearing.

The landlord advised that the tenant vacated on December 31, 2009, therefore this decision will only conclude on the merits of the monetary claims of this application.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The undisputed testimony in this matter is as follows. The tenancy began on May 06, 2009 as a one year fixed term lease tenancy agreement. Rent in the amount of \$1400 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 \$700. The tenant failed to pay rent in the month of October 2009 and on October 03, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The

tenant paid \$600 toward rental arrears, however, the tenant further failed to pay rent in the month of November and December 2009. The landlord was subsequently notified in late December by telephone voicemail that the tenant was vacating by the end of that month. The landlord has begun advertising for a new tenant. The quantum of the landlord's monetary claim includes rental arrears of \$3600 and claims loss of revenue only for January 2010 in the amount of \$1400 as full and final compensation for dissolution of the fixed term lease due to the tenant's non-compliance with the Act and contractual agreement. The total of the landlord's claim is **\$5000**.

### **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 the tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice. Based on the above facts I find that the landlord is entitled to a monetary order for the outstanding rent and compensation for loss of revenue.

As for the monetary order, I find that the landlord has established a claim for **\$5000**. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$5050**.

### **Conclusion**

**I order** that the landlord retain the security deposit \$700 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$4350**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 07, 2010

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