

DECISION

Dispute Codes:

OPB, MNR, MNSD, FF

Introduction

This is the Landlord's application for an Order of Possession for Breach of the Tenancy Agreement; a Monetary Order for unpaid rent; and to apply the security and pet deposit towards her monetary order.

I reviewed the evidence provided prior to the Hearing. The Landlord gave affirmed testimony and the Hearing proceeded on its merits.

Preliminary Issue

At the onset of the Hearing, it was determined that the Tenant moved out of the rental unit on October 31, 2009. Therefore, the Landlord's application for an Order of Possession is dismissed as withdrawn.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The Landlord gave the following testimony and evidence:

- She mailed the Tenant the Notice of Hearing documents, by registered mail, on November 30, 2009, to the forwarding address the Tenant provided on November 11, 2009. The Landlord provided copies of the registered mail receipt and tracking numbers.
- The tenancy started on September 1, 2009. A copy of the tenancy agreement was entered in evidence. The tenancy was a term lease, due to expire on August 31, 2010. Monthly rent was \$900.00. The Tenant and the Landlord agreed that the Tenant would pay \$450.00 on the first day of each month and \$450.00 on the 15th day of each month. The Tenant advised the Landlord on

October 30, 2009, that he was moving out of the rental unit effective October 31, 2009 and therefore did not give one month's notice.

- The Tenant removed two new bar stools and a Bell Xpress View remote control device from the rental unit. The Landlord spent 4 hours cleaning the unit before it could be re-rented. The Landlord asked for compensation for damages and to recover the cost of the filing fee from the Tenant.

Analysis

I accept the Landlord's testimony and evidence that the Tenant was served with the Notice of Hearing Documents, via registered mail, on November 30, 2009. The Canada Post website indicates that the Tenant picked up the Notice of Hearing Documents on December 2, 2009. Despite being served, the Tenant did not sign into the conference and the Hearing proceeded in his absence.

I accept the Landlord's undisputed testimony that the Tenant did not provide the required 30 days written notice of his intent to vacate the rental unit. The Landlord is entitled to loss of rent for the month of November in the amount of \$900.00.

The Landlord did not include a claim for damages or apply to recover the cost of the filing fee in her Application for Dispute Resolution filed November 26, 2009, and therefore I decline to consider her request for damages. The Landlord is at liberty to apply for damages, should she so desire.

Further to the provisions of Section 72 of the Act, the Landlord may apply the security deposit towards partial satisfaction of her claim.

I provide the Landlord with Monetary Order in the amount of \$450.00, being the amount owed to the Landlord for loss of rent, after set off of the security deposit.

Conclusion

I hereby grant the Landlord a Monetary Order against the Tenant in the amount of \$450.00. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

The Landlord is at liberty to apply for compensation for damages, should she so desire.

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: January 12, 2010
