

Decision

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. At the hearing the Agent for the Landlord withdrew the application for an Order of Possession, due to the fact that the Tenants have vacated the rental unit. It is apparent from information included on the Application to Review that the Landlord is seeking a monetary Order for loss of revenue, so the Application was amended to include an application for a monetary Order for money owed or compensation for damage or loss.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were personally served on the Tenants on January 16, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenants did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; a monetary Order for compensation for loss of revenue; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The Landlord submitted a tenancy agreement that shows that this was a fixed term tenancy that began on April 01, 2008 and was scheduled to end on March 31, 2009. The agreement shows that the Tenants are required to pay monthly rent of \$750.00 and that the Tenants paid a security deposit of \$375.00 on March 28, 2008.

The Agent for the Landlord stated that the Tenant still owes \$100.00 in rent from October of 2008; \$750.00 in rent from November of 200; \$750.00 in rent from December of 2008.

The Agent for the Landlord stated that on January 12, 2009 the Tenants verbally advised the Landlord that they intended to vacate the rental unit. The Agent for the Landlord stated that the Tenants did vacate the rental unit on, or about January 24, 2009. The Landlord is seeking compensation for loss of revenue for the month of February, as they had insufficient notice to find new tenants for February 01, 2009.

Analysis

In the absence of evidence to the contrary, I find that the Tenants have not paid rent in the amount of \$100.00 for October of 2008; \$750.00 for November of 2008, and \$750.00 for December of 2008, and I find that the Landlord is entitled to compensation in that amount.

In the absence of evidence to the contrary, I find that the Tenants did not comply with section 45 of the *Act* when they failed to provide the Landlord with one full month's written notice of their intent to vacate. As the Tenants failed to comply with section 45 of the *Act*, I find that they must compensate the Landlord for any losses that flowed from their non-compliance with the *Act*. In these circumstances, I find that the Tenants' lack of notice prevented the Landlord from finding new Tenant's for February 01, 2008 and that the Landlord is entitled to compensation in the amount of \$750.00, which is the equivalent of one month's rent.

I find that the Landlords application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$379.29, in partial satisfaction of the monetary claim.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$2,400.00, which is comprised on \$1,600.00 in unpaid rent, \$750.00 in loss of revenue from February of 2009, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$379.29, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$2,020.71. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: February 12, 2009