

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony. Despite being served in person on February 12, 2010 with the application for dispute resolution and notice of hearing, the tenant did not appear.

As the tenant vacated the unit subsequent to the landlord's application, the landlord withdrew the application for an order of possession.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

There is no copy of the written tenancy agreement in evidence for this tenancy which the landlord testified commenced approximately 2 years ago. Rent in the amount of \$1,700.00 was payable in advance on the first day of each month. A security deposit of \$850.00 was collected at the outset of tenancy.

Arising from a portion of rent (\$700.00) which remained unpaid when due on January 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated February 3, 2010. The notice was served in person on the tenant on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenant made no further payment toward rent and vacated the unit on or about March 12, 2010. The tenant did not provide the landlord with a forwarding address.

The landlord testified that he commenced on-line advertising of the unit near the start of March 2010, when he believed the tenant was preparing to move. Thereafter, the landlord testified that new renters were found effective April 15, 2010.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated February 3, 2010. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. As noted earlier, the tenant vacated the unit on or around March 12, 2010.

As for the monetary order, I find that the landlord has established a claim of \$5,000.00. This is comprised of \$700.00 in unpaid rent for January 2010, \$3,400.00 in unpaid rent / loss of rental income combined for February and March 2010, \$850.00 in loss of rental income for half of April 2010, and the \$50.00 filing fee.

I order that the landlord retain the security deposit of \$850.00 plus interest of \$11.29, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$4,138.71 (\$5,000.00 - \$861.29).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$4,138.71**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: April 1, 2010

Dispute Resolution Officer