

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. An Order to retain the security / pet deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant 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) the tenant did not participate in the conference call hearing.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The landlord advised the tenant vacated the rental unit June 01, 2010; therefore an Order of Possession is not required.

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

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on June 01, 2006. Rent in the amount of \$670 is 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 \$320. The tenant failed to pay rent in the month of May 2010 and on May 05, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant vacated June 01, 2010. The landlord requests loss of revenue for the month of June as the landlord alleges the tenant left the rental unit dirty and not immediately rentable. There was no

move out inspection conducted with or without the tenant present and the landlord has not advanced any supporting proof of condition of the rental unit upon being vacated. The quantum of the landlord's claim is for the unpaid rent of \$670 and loss of revenue of \$670 for a total monetary claim of \$1340.

### **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 I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice. I find that the landlord has established a monetary claim for **\$670** in unpaid rent. With respect to the landlord's claim for loss of revenue I am not satisfied the landlord has proven the tenant is responsible for loss of revenue. The loss of revenue portion of the landlord's claim is therefore **dismissed**, without leave to reapply.

The landlord is entitled to recovery of the **\$50** filing fee, for a total entitlement of **\$720**.

The security deposit will be off-set from the award made herein.

### ***Calculation for Monetary Order***

Rental Arrears	\$670.00
Loss of rent revenue	0
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-330.65
<b>Total Monetary Award</b>	<b>\$389.35</b>

### **Conclusion**

**I order** that the landlord retain the **deposit** and interest of \$330.65 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$389.35**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.