

## **DECISION**

Dispute Codes      MNR

### Introduction

This hearing dealt with an application by the landlord seeking a monetary Order to recover a month's rent which the tenant failed to pay. The landlord also requested to retain the tenant's security deposit plus interest; however, this portion of the application was withdrawn.

The landlord provided affirmed evidence, provided documentary evidence before the hearing and was given the opportunity to make submissions to me. The tenant did not appear for the hearing.

The landlord testified that she obtained a forwarding address for the tenant by word of mouth from other people. The landlord did not provide any evidence to confirm that the tenant resided at this address. The landlord sent the tenant notice of this application and hearing and the documentary evidence by registered mail to this address. A search of the registered mail relieved that the tenant had received the registered packaged.

I am satisfied that the tenant was served with notice of this application and hearing.

### Issues(s) to be Decided

Has the tenant breached the tenancy agreement, *Act* and regulations resulting in damage or loss suffered by the landlord?

### Background and Evidence

This tenancy began November 1, 2009 for a fixed term ending on April 30, 2010. The monthly rent was \$1,200.00 due on the 1<sup>st</sup> of each month. The tenant was paying the \$600.00 security deposit in instalments of \$100.00 per month. As of March 2010 the tenant had paid a total of \$500.00 towards the security deposit.

During the tenancy the landlord received several complaints from the neighbours about noise and disturbances. The landlord also stated that several windows in the rental unit were damaged within the first month of the tenancy. As a result of these problems the landlord wrote the tenant to inform her that the tenancy would not be resumed at the end of the fixed term. The landlord stated that the tenant stopped the payment on her rent cheque for April and vacated the rental unit without notice.

The landlord seeks the payment of \$1,200.00 due to the outstanding rent owed for April 2010.

### Analysis

I grant the landlord's application. I find that the tenant ended the tenancy without proper notice as required by section 45 and as a result the landlord suffered a loss of rental income for April 2010.

I grant the landlord a monetary Order for the sum of **\$1,200.00**.

### Conclusion

I find that the landlord has established a monetary claim due to breach of the tenancy agreement by the tenant for the sum of **\$1,200.00**. This Order must be served on the tenant. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: October 06, 2010.

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Dispute Resolution Officer