



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; authorization to retain the security deposit; and, recovery of the filing fee. The tenant did not appear at the hearing. The landlord provided a registered mail receipt as evidence that the tenant was served with notification of the landlord's application by registered mail sent to the rental unit. The landlord confirmed that the tenant was still residing in the rental unit at the time of mailing. I was satisfied the tenant was notified of this hearing and I proceeded to hear from the landlord without the tenant present.

The landlord stated the tenant has since vacated the rental unit and an Order of Possession is no longer required. Accordingly, I do not provide one with this decision.

### Issues(s) to be Decided

1. Is the landlord entitled to recover unpaid rent, parking and loss of rent from the tenant?
2. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The landlord provided the following testimony. The one-year fixed term tenancy commenced July 15, 2010 and the tenant paid a \$406.50 security deposit on July 12,

2010. The tenant is required to pay rent of \$813.00 on the 1<sup>st</sup> day of every month and the tenant began renting a parking space in early August 2010 at the rate of \$25.00 per month. The tenant did not pay for parking for August and failed to pay rent or parking for September 2010. The landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the tenant's door on September 3, 2010. The Notice indicates \$862.66 was outstanding as of September 1, 2010. The tenant did not pay any monies after the Notice was posted. The landlord was conducting regular inspections and on October 7, 2010 determined the tenant had vacated the unit.

The landlord is seeking to recover unpaid and loss of rent and parking charges in the amount of \$2,588.66. Provided as documentary evidence by the landlord were copies of Notice and the tenant's ledger.

#### Analysis

I am satisfied the landlord served the 10 Day Notice upon the tenant as declared by the landlord. I accept the undisputed 10 Day Notice and the print-out of the tenant's ledger as sufficient evidence the tenant failed to pay the landlord \$862.66 for rent and parking as of September 1, 2010 in the absence of any evidence to the contrary.

The tenant's ledger reflects a fixed term of July 15, 2010 through January 31, 2011 and I find the tenant was obligated to pay rent for October 2010. As the landlord did not receive rent for October 2010 and did not regain possession of the unit until early October 2010 I award the landlord unpaid rent for October 2010.

I do not award the landlord anticipated loss of rent for any subsequent months with this decision. The landlord is at liberty to make a subsequent application to claim loss of rent for future months where appropriate.

I have awarded the landlord parking charges for the months of August and September 2010 as I was satisfied such charges were included in the 10 Day Notice and the tenant did not dispute that Notice. However, in the absence of documentation to establish the terms of the parking agreement I do not award loss of parking revenue for the month of October 2010.

I award the filing fee to the landlord and I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed by the tenant. I provide for the landlord with this decision a Monetary Order calculated as follows:

Unpaid rent and parking – as per September 3, 2010 Notice	\$ 862.66
Unpaid rent – October 2010	813.00
Filing fee	50.00
Less: security deposit	<u>( 406.50)</u>
Monetary Order	<u>\$ 1,319.16</u>

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

### Conclusion

The tenancy has ended and the tenant has vacated the rental unit. The landlord has been authorized to retain the tenant's security deposit and have been provided a Monetary Order for the balance of \$1,319.16 to serve upon the tenant.

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 28, 2010.

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Dispute Resolution Officer