

## **DECISION**

**Dispute Codes:** OPR, MNR, MNDC, MNSD and FF

### **Introduction**

This application was brought by the landlord on October 19, 2010 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served on October 2, 2010 by posting on the tenants' door. The landlord also sought a Monetary Order for the unpaid rent and late fees, damage or loss under the rental agreement, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the notice of the present participatory hearing sent by registered mail on October 23, 2010, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

At the commencement of the hearing, the landlord advised that the tenants had vacated the rental unit around the end of October and withdrew the request for an Order of Possession.

### **Issues to be Decided**

This application now requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent, damage or loss under the rental agreement, recovery of the filling fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

### **Background and Evidence**

This tenancy began on August 8, 2010 under a fixed term rental agreement set to end on February 28, 2011. Rent was \$695 per month and landlord holds a security deposit of \$347.50 paid on August 2, 2010.

During the hearing, the landlord gave evidence that the Notice to End Tenancy of October 2, 2010 had been served when the tenants had failed to pay the rent for October 2010 and it remained unpaid at the time of the hearing.

The landlord stated that the tenants had approached him on October 15, 2010 and promised that the unpaid rent would be forthcoming shortly. However, when it did not come several days later, the landlord attended the rental unit and discovered that the tenants had vacated without notice and without providing a forwarding address.

Therefore, the landlord seeks the Monetary Order for the unpaid rent and \$20 late for October 2010, and loss of rent plus late fee for November 2010.

The landlord also requested return of a \$250 moving allowance provided to the tenants at the beginning of the tenancy. The Moving Allowance addendum signed on August 6, 2010 provides that the tenants return the allowance if they breach the fixed term.

### **Analysis**

Section 26 of the *Act* provides that tenants must pay rent when it is due. Section 7 provides that if either party to a rental agreement breaches that agreement, the non-compliant party must compensate the other for any resulting loss.

In this matter, I find that, including recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off, the tenants owe to the landlord an amount calculated as follows:

Rent for October 2010 plus \$20 late fee	\$715.00
Loss of rent for November 2010 plus \$20 late fee	715.00
To return Moving Allowance, conditional on fulfillment of term	250.00
Filing fee	50.00
Sub total	\$1,730.00
Less retained security deposit (No interest due)	- 347,59
<b>TOTAL</b>	<b>\$1,382.50</b>

## Conclusion

In addition to authorization to retain the security deposit, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,382.50**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

November 17, 2010