

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord provided written evidence that she sent her dispute resolution hearing package to the tenant by registered mail. She provided Canada Post Tracking Numbers to confirm this mailing. I am satisfied that the landlord has served her dispute resolution hearing package to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover her filing fee for this application?

Background and Evidence

The landlord provided written evidence of the periodic tenancy agreement signed by the tenant on April 30, 2010 for a tenancy that was supposed to have commenced on June 1, 2010. Monthly rent was set at \$675.00, payable on the first of the month. The landlord entered written evidence of her April 30, 2010 receipt for the tenant's payment of a \$337.50 security deposit. The landlord continues to hold that security deposit.

The landlord testified that the tenant contacted the landlord frequently before she was supposed to commence her tenancy. However, the tenant never moved into the rental unit and did not pay any rent. The landlord said that she commenced attempting to re-rent this rental unit on June 4, 2010, when she realized that the tenant was not intending to occupy the premises. The landlord said that she listed the rental unit on three rental websites, as well as the local newspaper. She said that she was unable to re-rent the premises until September 2010.

The landlord testified that the tenant did not send her a forwarding address until she received a letter on September 1, 2010 from the tenant's advocate. Once she received

this forwarding address, the landlord applied for dispute resolution, requesting a monetary award for unpaid rent in June 2010.

Analysis

Based on the undisputed evidence submitted by the landlord, I issue a monetary award in the landlord's favour in the amount of \$675.00, the unpaid rent for June 2010. I do so as I am satisfied that the tenant did not pay rent for June 2010. The tenant did not notify the landlord that she was not planning to occupy the rental unit.

I allow the landlord to retain the tenant's \$337.50 security deposit plus interest to partially offset the monetary award issued. No interest is payable over this period. I also allow the landlord to recover her \$50.00 filing fee for her application.

Conclusion

I issue a monetary Order in the landlord's favour in the following terms in the amount of \$387.50 to compensate the landlord for her loss of rent for June 2010 and recovery of her filing fee.

Item	Amount
Unpaid June 2010 Rent	\$675.00
Less Security Deposit	-337.50
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$387.50

I also allow the landlord to retain the tenant's \$337.50 security deposit in partial satisfaction of the monetary award of \$675.00 issued for June 2010.

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*.