



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The notice of hearing was served on the tenant on March 09, 2011 by registered mail to the forwarding address provided by the tenant. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover unpaid rent, loss of income and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on November 01, 2010. The monthly rent was \$1,400.00 due in advance on the first of each month. The rent did not include utilities and the tenant was required to pay \$200.00 for utilities. Prior to moving in, the tenant paid a security deposit in the amount of \$700.00.

The tenant failed to pay rent on February 01, 2011 and on February 02, 2011; the landlord served the tenant with a ten day notice to end tenancy. The tenant informed the landlord on February 19, 2011 that she was moving out and did so on February 20, 2011.

The tenant gave the landlord her forwarding address on February 19, 2011. The landlord stated that she had to clean the unit and shampoo the carpets. The landlord advertised the availability of the unit immediately on line but was unable to find a tenant for the month of March. The landlord is claiming rent plus utilities for February (\$1,600.00), loss of income for March, (\$1,400.00) and the filing fee (\$50.00) for a total of \$3,050.00.

**Analysis**

Based on the undisputed testimony of the landlord, I find that the tenant failed to pay rent for February 2011 and therefore owes the landlord rent plus utilities in the amount of **\$1,600.00**.

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the undisputed testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of March 2011. Accordingly, I find that the landlord is entitled to **\$1,400.00**, which is the loss that she suffered.

The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of **\$3,050.00**. I order that the landlord retain the security deposit of \$700.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,350.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order for **\$2,350.00**.

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: June 17, 2011.

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Residential Tenancy Branch