



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; and to recover the filing fee associated with this application.

The landlord participated in the hearing. At the outset, he testified that the tenant moved out of the unit without giving any notice sometime in March 2011. The landlord said that the tenant had told him before that he was going to move back at his mother's residence. The landlord attended that residence and although he did not see the tenant there, his conversation with the tenant's mother satisfied him that the tenant did in fact move back with his mother. The landlord said that on March 24<sup>th</sup>, 2011, he sent the notice of a dispute resolution hearing double registered at that address.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

This tenancy started on September 1<sup>st</sup>, 2011. The rent was \$2200.00 per month and the tenant paid a security deposit of \$1100.00. The landlord did not provide supporting documentary evidence; however he referred to a previous decision and order dated

January 31<sup>st</sup>, 2011 against the tenant for unpaid rent under RTB File 767687, to support the above noted facts.

The landlord stated that the tenant remained in the unit and did not pay rent for February and March 2011. The landlord stated that he found new tenants for mid-April 2011, and he amended his claim for to reflect the loss of only half of that month's rent for a claim totalling \$5500.00 instead of \$6600.00.

### Analysis

Based on the landlord's testimony, I am satisfied that the tenant left without giving notice or his forwarding address in Mid-March. I accept the landlord's testimony that the tenant had told him that he would move back with his mother. The landlord went to the mother's residence and I find that her address was appropriate for delivery of the notice of a dispute resolution hearing. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

I am also satisfied that the tenant did not pay rent and that the landlord is entitled to a monetary order as claimed.

### Conclusion

I authorize the landlord to retain the tenant's \$1100.00 security deposit for a balance owing of \$4400.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$4450.00.

This Order may be registered in the 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: July 08, 2011.

---

Residential Tenancy Branch