

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave testimony. The Tenant did not attend.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for compensation?

Is the Landlord entitled to keep all or part of the security deposit?

Background and Evidence

This tenancy began on June 1, 2010 on a fixed term tenancy until May 31, 2012 as shown in the submitted signed tenancy agreement. The monthly rent was \$900.00 payable on the 1st of each month and a security deposit of \$450.00 was paid and is held in trust by the Landlord.

The Landlord states that the Tenant was personally served with the notice of hearing documents on June 29, 2011 as shown in the submitted copy of the certificate of service.

The Landlord is seeking unpaid rent totalling, \$2,250.00 for \$450.00 for ½ of March 2011 rent unpaid, \$900.00 of unpaid rent for April and May 2011. The Landlord states that the Tenant only paid ½ of the March rent due and no rent payments were received after. The Landlord has submitted a copy of 10 day notice to end tenancy for unpaid rent of \$900.00 on April 9, 2011 which was due on April 1, 2011. The Landlord states that it was later discovered that the Tenant moved out sometime in April 2011 without notice or paying the rent arrears.

The Landlord is seeking the recovery of \$504.00 in liquidated damages as shown in clause 1 of the addendum to the residential tenancy agreement. The Landlord states that advertising began in April on the Property Management Company's website to re-rent the unit. The Landlord has not provided any other evidence of costs in re-renting the unit.

The Landlord is also seeking \$78.00 for utility costs from Nelson Hydro. The Landlord states that the Tenant failed to make payment for his utilities. The Landlord states that the utilities if unpaid by the Tenant are charged to the rental unit. The Landlord has not provided any proof of this charge.

Analysis

As the Landlord has attended the hearing and has provided proof of service that the delivery of the notice of hearing documents was delivered in person on June 29, 2011, I am satisfied that the Tenant was properly served.

Based upon the submitted evidence and direct testimony of the Landlord, I am satisfied that the Landlord has established a claim for the unpaid rent of \$450.00 for March, \$900.00 for April and \$900.00 for May, totalling \$2,250.00. The Landlord is entitled to unpaid rent for March and April and the loss of rental income for May as the Landlord has stated that efforts were made to re-rent the unit.

I find based upon the direct testimony of the Landlord that liquidated damages of \$504.00 have not been established. The Landlord has not provided any evidence of loss due to efforts in re-renting the unit. The Landlord states that he is aware only of re-renting through his property management company's website and has not provided any expenses incurred.

The Landlord has not provided any evidence of loss for the \$78.00 in hydro costs and as such, I dismiss this portion of the Landlord's claim.

The Landlord has established a total monetary claim for unpaid rent and rental income loss of \$2,250.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$450.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$1,850.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,850.00.
The Landlord may retain the security deposit.

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: September 28, 2011.

Residential Tenancy Branch

