



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that he served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent August 26th, 2011, provided a Canada Post tracking number, and further stated that she spoke with the tenant two days ago to remind him of the hearing. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenant moved out of the rental unit on September 2nd, 2011. Therefore the landlord withdrew her application for an Order of Possession.

Issue(s) to be Decided

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

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

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the tenancy started on November 1st, 2009. The rent is \$1330.00 per month and the tenant paid a security deposit of \$650.00.

The landlord testified that the tenant moved out of the unit on September 2nd, 2011, and that the unit was re-rented on September 15th. The landlord amended her monetary claim to reflect unpaid rent for August 2011, a late fee of \$25.00, and half a month's rent for September 2011 for a claim totalling \$2020.00.

In her documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy which was served by posting the notice on the tenant's door on August 2nd 2011.

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the evidence I find that the tenant did not pay rent for August and September 2011 and that the landlord is entitled to recover the loss of rental income as claimed during the hearing.

Conclusion

The landlord established a claim of \$2020.00, based on half a month's rent of \$665.00. I authorize the landlord to retain the tenant's \$650.00 security deposit for a balance owing of \$1370.00. 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 \$1420.00.

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: September 23, 2011.

Residential Tenancy Branch