

## **DECISION**

### **Dispute Codes:**

MND; MNR; MNDC, MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent and loss of revenue; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

It was established that the Landlord provided the Tenant with the Notice of Hearing documents by courier sent on June 17, 2011. The Landlord sent the documents by courier because Canada Post was on strike. I find that the Tenant was sufficiently served with the Notice of Hearing documents in accordance with the provisions of Section 71 of the Act.

It was established that the Landlord served the Tenant with copies of its documentary evidence, by registered mail, sent on July 11, 2011, to the Tenant's residence.

### **Preliminary Matter**

At the outset of the Hearing, the Landlord's agent advised that the rental unit was not available for rent for the period of June 1 to June 15, 2011, because the Landlord was renovating the rental unit. The Landlord's agent advised that the rental unit was re-rented effective June 16, 2011 and therefore the Landlord was withdrawing its claim for loss of revenue for June 1 – 15, 2011.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for unpaid rent for the month of May, 2011?

### **Background and Evidence**

The Landlord's agent gave the following testimony and evidence:

A copy of the rental agreement was provided in evidence. This tenancy began on November 1, 2009. Monthly rent was \$840.00 per month, due the first day of each month. In addition, there was a \$10.00 parking fee due on the first day of each month. The Tenant paid a security deposit in the amount of \$420.00 on November 30, 2009.

The Landlord's agent testified that the Tenant abandoned the rental unit some time in May, 2011 without paying rent or parking for May, 2011. The Landlord seeks a monetary award for unpaid rent in the amount of \$840.00, and unpaid parking in the amount of \$10.00. The Landlord also seeks to set off the security deposit in partial satisfaction of its monetary award.

The Tenant gave the following testimony:

The Tenant testified that he had to move out of the rental unit due to personal difficulties. He stated that he told the Landlord's agent in May that he had to move. He stated that he moved out during the first or second week of May, 2011.

### **Analysis**

I find that the Tenant did not end the tenancy in accordance with the provisions of Sections 45(1) and 52 of the Act. I find that the Landlord has established its claim for unpaid rent and parking in the total amount of \$850.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Unpaid rent and parking for May, 2011	\$850.00
Subtotal	\$900.00
Less security deposit	- \$420.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$480.00</b>

### **Conclusion**

I hereby provide the Landlord a Monetary Order in the amount of \$480.00 for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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 26, 2011.

---

Residential Tenancy Branch