

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent, 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 undisputed testimony. The Tenant did not attend.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

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

Background and Evidence

This Tenancy began on May 15, 2010 on a fixed term tenancy for 1 year until May 14, 2011 as shown in the signed tenancy agreement. The monthly rent was \$1,000.00 payable on the 15th of each month and a security deposit of \$500.00 was paid on April 16, 2010 and is currently held in trust by the Landlord.

The Landlord claims that the Tenant failed to give notice to vacate the rental unit. The Landlord states that she received a telephone call with a message left on February 16, 2011. The message indicated that the Tenant moved out due to financial and health issues. There is an indication that an email was sent from the Tenant's wife, but the Landlord did not receive it and was never provided a copy of the email after it was requested. The Landlord is claiming \$3,000.00 for unpaid rent from February 15, 2011 until the end of May 2011. The Landlord states that she began advertising to mitigate her losses around February 25, 2011, but with many showings was unable to re-rent the unit until July 1, 2011. The Landlord states that she was unable to re-rent sooner because of the winter season and the lack of qualified applicants. The Landlord states that the rental was left dirty with many items left for garbage removal that she managed to have the Tenant's daughter and son-in law remove. The Landlord states that the Tenant never returned and she has never received a forwarding address in writing. The Landlord states that she sent the notice of hearing and evidence package to the

address of the wife on July 5, 2011. The address of the Tenant was received in a registered mail letter from the tenant's wife signed on behalf of the Tenant on March 3, 2011.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was served with the notice of hearing and evidence package by registered mail. The Tenant is deemed to have been served 5 days after July 5, 2011. The Tenant has not attended the hearing or submitted any evidence in dispute of the Landlord's claims. I find that the Landlord has established a claim for unpaid rent of \$3,000.00. The Tenant breached the fixed term tenancy and provided no notice to vacate or a forwarding address in writing. The Landlord has attempted to mitigate her losses by advertising as soon as possible. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$500.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$2,550.00. 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 \$2,550.00.
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: October 04, 2011.

Residential Tenancy Branch