



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:11a.m. in order to enable the tenant to connect with this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord sent written evidence, confirmed by her oral testimony at the hearing, that a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted on the tenant's door at 7:00 a.m. on September 4, 2011. The landlord testified that a copy of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on September 23, 2011. The landlord entered written evidence of this mailing by way of a copy of the Canada Post Tracking Number and Customer Receipt. I am satisfied that the above documents were sent in accordance with the *Act*.

At the commencement of the hearing, the landlord testified that the tenant vacated the rental premises on October 3, 2011. For this reason, the landlord withdrew her application for an Order of Possession as this tenancy has ended.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy commenced on January 21, 2011. Monthly rent was set at \$835.00. However, according to the terms of the tenancy agreement, the landlord offered a 2 month rent discount for signing this one year fixed term tenancy. This reduced the monthly rent charged during this tenancy to \$696.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$417.56 security deposit paid on January 13, 2011.

The landlord applied for a monetary award of \$2,509.00, which included the following:

Item	Amount
Rent Owing from July 2011	\$421.00
Unpaid August 2011 Rent	696.00
Unpaid September 2011 Rent	696.00
Loss of Rent for October 2011	696.00
Total Monetary Award Requested	\$2,509.00

The landlord also applied to recover the \$50.00 filing fee for this application from the tenant.

The landlord testified that the tenant has not paid any portion of the \$1,813.00 identified as owing in the 10 Day Notice. The landlord testified that the tenant vacated the rental premises on October 3, 2011 without paying her October 2011 rent. The landlord said the landlord's ongoing efforts to re-rent this rental unit through advertisements in the newspaper, Craigslist and Kijiji were successful in locating a new tenant who is commencing occupancy on November 1, 2011.

Analysis

Based on the undisputed evidence presented by the landlord, I find that the tenant did not pay \$2,509.00 in outstanding rent arising out of this tenancy. I also find that the landlord has discharged the duty under section 7(2) of the *Act* to mitigate the tenant's losses by the attempts to re-rent this rental unit. Through the landlord's efforts, a new tenancy is commencing on November 1, 2011 at a reduced rental amount.

Under these circumstances, I find that the landlord is entitled to a monetary award of \$2,509.00 for unpaid rent and \$50.00 to recover the landlord's filing fee.

I allow the landlord to retain the tenant's security deposit plus interest in partial satisfaction of the monetary award issued in this decision. No interest is payable over this period.

Conclusion

I issue a monetary Order in the landlord's favour in the following terms which allows the landlord to recover unpaid rent and the filing fee for this application, and to retain the tenant's security deposit.

Item	Amount
Rent Owing from July 2011	\$421.00
Unpaid August 2011 Rent	696.00
Unpaid September 2011 Rent	696.00
Unpaid October 2011 Rent	696.00
Less Security Deposit	-417.56
Filing Fee	50.00
Total Monetary Order	\$2,141.44

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: October 24, 2011

Residential Tenancy Branch