



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlords' application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord submitted that her mother personally served the tenant with the hearing documents at the tenant's place of work on August 21, 2011 and that the landlord's father witnessed the service. The landlord called her mother to attest to service upon the tenant. I accepted that the tenant was sufficiently served with notification of this hearing and I proceeded to hear from the landlord without the tenant present.

At the commencement of the hearing the landlord withdrew the request for an Order of Possession as the tenant has vacated the rental unit. Accordingly, the remainder of this decision pertains to the landlords' monetary claims only.

Issue(s) to be Decided

1. Have the landlords established an entitlement to unpaid rent and loss of rent for the months of August and September 2011?
2. Are the landlords authorized to retain the tenant's security deposit?

Background and Evidence

The tenancy commenced April 1, 2011 for a fixed term set to expire October 1, 2011. The tenant paid a \$550.00 security deposit. The tenant was required to pay rent of \$1,100.00 including utilities. The tenant failed to pay rent for August 2011 and on August 5, 2011 the landlords posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door. The tenant did not pay the outstanding rent but vacated the rental unit August 19, 2011. The rental unit was re-rented effective September 15, 2011.

The landlords reduced their claim to reflect a reduction in the loss of rent for September 2011. The landlords' reduced claim is \$1,100.00 in unpaid rent for August 2011 and \$550.00 for loss of rent for September 2011.

Documentary evidence provided for this proceeding included: the tenancy agreement; the 10 Day Notice; and, proof of service of the 10 Day Notice.

Analysis

A tenant is required to pay rent when due in accordance with the tenancy agreement. Based upon the evidence before me I am satisfied that the tenant failed to pay rent for August 2011 and \$1,100.00 is owed to the landlords.

I am further satisfied the tenant was obligated to fulfill the terms of her tenancy agreement until October 1, 2011 and the tenant is responsible for the loss of rent the landlords' incurred for the first half of September 2011. I accept that the landlords took reasonable steps to minimize the loss by securing a new tenancy less than a month later. Therefore, the landlords are also awarded \$550.00 for loss of rent.

I award the filing fee paid by the landlords for this application. I authorize the landlords to retain the security deposit in partial satisfaction of the rent owed and provide the landlords with a Monetary Order calculated as follows:

Unpaid rent – August 2011	\$ 1,100.00
Loss of rent – one-half of September 2011	550.00
Filing fee	50.00
Less: security deposit	<u>(550.00)</u>
Monetary Order	\$ 1,150.00

The Monetary Order must be served upon the tenant and may be filed in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The landlords have been authorized to retain the tenant's security deposit and have been provided a Monetary Order for the balance of \$1,150.00 to serve upon the tenant.

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 05, 2011.

Residential Tenancy Branch