



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and 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 she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on November 16<sup>th</sup>, 2011, and provided a Canada Post tracking number. The tenants did not participate and the hearing proceeded in their absence.

### 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 a single detached home. Pursuant to a written agreement, the tenancy was based on a one year fixed term, starting on January 1<sup>st</sup>, 2011 and ending January 31<sup>st</sup>, 2011. Rent was \$1000.00 payable on the first of the month. The tenants paid a security deposit of \$500.00.

The landlord testified that in October 2011 the tenants informed her that they could no longer afford the rent and that they were ending the tenancy. In her documentary evidence, the landlord provided a copy of the tenants' written notice to end tenancy dated October 6<sup>th</sup>, 2011. The landlord said that the tenants moved out on October 27<sup>th</sup>, 2011 and that they did not pay the rent for that month.

The landlord stated that during the move out inspection the tenants agreed in writing to forfeit their \$500.00 security deposit as partial payment for October's rent. The landlord stated that she started to advertise mid-October and that she was able to find new tenants for December 2011. The landlord is claiming the loss of rental income for November and \$500.00 owed for the balance of October, for a claim totalling \$1500.00.

### Analysis

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

On the landlord's undisputed testimony and her documentary evidence I accept that the tenants ended the fixed term tenancy prematurely. I find that they violated Section 45(2) Of the Act, that they did not pay rent for October 2011, and that the landlord is entitled to recover the loss of rental income as claimed.

### Conclusion

The landlord established a claim of \$1500.00. I authorize the landlord to retain the tenants' \$500.00 security deposit for a balance owing of \$1000.00. 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 \$1050.00.

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: January 31, 2012.

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Residential Tenancy Branch