

DECISION

Dispute Codes OPR, MNR, FF, CNC, CNR, SS, O

Introduction

There are applications filed by both parties. The Landlord has applied for an order of possession and a monetary order for unpaid rent and to recover the filing fee. The Tenant has applied to cancel a notice to end tenancy for cause and to cancel a notice to end tenancy for unpaid rent, to serve documents or evidence in a different way than required by the Act.

The Landlords attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on January 18, 2012. The Landlord has provided in direct testimony the Tracking Number as confirmation. I accept the Landlord's undisputed testimony and find that the Tenant was properly served under the Act.

As the Tenant has not attended the hearing to pursue her application and the Landlord has attended in response, I dismiss the Tenant's application without leave to reapply.

The Landlord has indicated that the Tenant has moved out of the rental unit on either January 28 or 29, 2012. The Landlord states that they have confirmation and possession of the rental unit on January 30, 2012. As such, the Landlord has withdrawn the request for an order of possession.

Issue(s) to be Decided

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

Background and Evidence

This Tenancy began on November 1, 2011 on a fixed term tenancy until October 31, 2012 and then thereafter on a month to month basis. The monthly rent was \$875.00 payable on the 1st of each month. No security deposit was paid.

The Landlord states that a 10 day notice to end tenancy for unpaid rent was issued on January 8, 2012, which was personally served to the Tenant on that date. The notice

shows that \$875.00 was due on January 1, 2012 with an effective move-out date of January 21, 2012. The Landlord states that as of the date of this hearing that no rent for January has been paid.

The Landlord seeks a monetary order for the recovery of January 2012 rent of \$875.00 based upon the 10 day notice. The Landlord seeks the \$435.00 security deposit which was not paid at the beginning of the tenancy. The Landlord also seeks unpaid rent/loss of rental income for February 2012 of \$875.00. The Landlord states that there is substantial damage to the rental unit causing a delay in re-renting the unit. The Landlord states that they immediately tried to re-rent the unit, but have been unsuccessful to the date of this hearing.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was served with a notice to end tenancy for unpaid rent. The Tenant did not pay the outstanding rent within 5 days or receiving the notice. Based upon the above facts, I find that the Landlord has established a claim for unpaid rent of \$875.00.

I dismiss the Landlord's claim for the \$435.00 security deposit. As no deposit was received, I cannot order the retention/recovery of such.

I find that the Landlord has failed to establish a claim for the unpaid rent/loss of rental income for February 2012. The Landlord has failed to provide any details of loss or how this impacted the rental as un-rentable. This portion of the Landlord's application is dismissed.

The Landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

The Landlord is granted a monetary order for \$925.00.

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: February 03, 2012.

Residential Tenancy Branch