



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, O, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Despite having been personally served with the application for dispute resolution and notice of hearing on February 24, the tenant did not participate in the conference call hearing.

At the hearing, the landlord advised that the tenant had vacated the rental unit. As an order of possession is no longer required, I consider that claim to have been withdrawn.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed testimony is as follows. On January 31, 2012, the parties signed a mutual agreement to end tenancy under which the tenant agreed to vacate the rental unit on February 29, 2012. The tenant was obligated to pay \$750.00 per month in rent and paid his rent through the end of February.

The tenant did not vacate the unit on February 29, but physically remained in the unit until March 2 and left some of his belongings in the unit. On March 6, the tenant broke a window in the unit.

The landlord testified that because the tenant did not vacate the unit on February 29, he was unable to re-rent the unit and suffered a loss of income for the month of March. The landlord further testified that the tenant had damaged the rental unit, requiring repairs, and that the landlord would have to remove the abandoned belongings before re-renting.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant failed to vacate the rental unit in accordance with the mutual agreement to end tenancy, that he damaged the rental unit and that he abandoned belongings in the rental unit. I find that the landlord suffered a loss of income for the month of March as a result of the tenant's actions and I find that the tenant is liable for this loss. I award the landlord \$800.00 which represents \$750.00 in lost income and the \$50.00 filing fee paid by the landlord to bring his application, which fee I find the landlord is entitled to recover. I find that there is no security deposit as the tenant had already applied the deposit to rental arrears with the consent of the landlord.

Conclusion

I grant the landlord a monetary order under section 67 for \$800.00. This order may be filed in the Small Claims Division of the Provincial 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: March 08, 2012

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Residential Tenancy Branch