



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant in person on March 30th, 2012. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenants moved out of the rental unit on or about March 31st, 2012. Therefore the landlord withdrew his application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a basement suite in a single detached home. Pursuant to a written agreement, the month to month tenancy started in mid-April 2011. The rent is \$450.00 per month and the tenant paid a security deposit of \$250.00.

The landlord testified that he called the tenant on April 1st, 2012 and discovered that the tenant had moved out of the unit. The landlord stated that the tenant did not pay rent for February, March, and April 2012.

In his documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy served on the tenant in person on March 22, 2012.

The landlord submitted a claim of \$900.00 for unpaid rent for the months of February and March 2012, and the loss of rental income for April 2012.

Analysis

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

Based on the landlord's testimony and documentary evidence, I accept that the tenant did not pay rent and that the landlord is entitled to recover the loss of rental income as claimed.

Conclusion

The landlord established a claim of \$1350.00. I authorize the landlord to retain the tenant's \$250.00 security deposit for a balance owing of \$1100.00. 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 \$1150.00.

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: April 19, 2012.

Residential Tenancy Branch