



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, 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 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. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on April 17, 2012, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

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 an apartment in a multi-unit complex. Pursuant to a written agreement, the fixed term tenancy started on October 30, 2011 and was to end on

October 31, 2012. The rent is \$1400.00 per month and the tenant paid a security deposit of \$700.00. Parking space was not included in the rent and the tenant paid an additional \$80.00 per month.

The landlord testified that the tenant notified him on April 30, 2012 that he vacated the rental unit on that day and that he returned the keys. Therefore the landlord withdrew his application for an order of possession.

In his documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy served on the tenant on April 6, 2012 by posting the notice on the tenant's door. In his original application, the landlord submitted a monetary claim as follows:

- Unpaid rent for April 2012: \$ 400.00
- Unpaid parking rental for April 2012: \$ 80.00
- Unpaid rent for May 2012: \$1400.00
- Unpaid parking rental for May 2012: \$ 80.00
- Liquidated damages: \$ 350.00
- Sub-total: \$2310.00

The landlord stated that he was able to re-rent the unit starting May 15, 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 undisputed evidence, I accept that the tenant did not pay rent as claimed, and that the landlord mitigated his loss by re-renting the unit starting may

15, 2012. Therefore I find that the landlord is entitled to recover the loss of rental income up and until May 15, 2012, which is half of a month's claim or \$740.00.

Conclusion

The landlord established a claim of \$1570.00. I authorize the landlord to retain the tenant's \$700.00 security deposit for a balance owing of \$870.00. 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 \$920.00.

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: May 07, 2012.

Residential Tenancy Branch