



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OPR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions. At the onset of the Hearing, the Landlord withdrew the claim for an Order of Possession as the Tenant moved out of the unit and returned the keys on June 2, 2012.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on March 1, 2011. Rent in the amount of \$1,908.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$915.00. The Tenant failed to pay rent for May 2012. The unit was left unclean with damage to a mirror. The unit was cleaned by the Landlord by June 4, 2012 and was advertised June 6, 2012.

The Landlord claims \$1,908.00 for unpaid May 2012 rent and \$1,908.00 for June 2012 rent.

Analysis

Where a tenancy ends, no rent is payable after the end of the tenancy. Lost rental income may be payable where a landlord substantiates that an act or negligence of the Tenant has caused such income to be lost. Based on the undisputed evidence of the Landlord, I find that the Landlord has established a monetary claim for **\$1,908.00** in unpaid rent for May 2012. Taking into consideration that the unit was vacated by the Tenant by June 2, 2012, was left unclean with some damage by the Tenant and that the Landlord cleaned the unit by June 4, 2012, I find that the Landlord has established a loss of rental income of **\$954.00**, the equivalent of a half months rent for June 2012. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$2,912.00** (1,908.00 + 954.00 + 50.00). Setting the security deposit plus interest of **\$915.00** off the entitlement leaves the amount of **\$1,997.00** payable by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$915.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,997.00**. If necessary, this order may be filed 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: June 07, 2012.

Residential Tenancy Branch