



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested a monetary Order for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on August 1, 2012 she personally served the male tenant with copies of the Application for Dispute Resolution and Notice of Hearing. The landlord attended at the tenant's place of work at approximately 1 p.m. with her boyfriend, who handed the package to the tenant.

The tenants did not provide a forwarding address and the female respondent could not be served. Therefore, the claim against the female tenant was withdrawn.

These documents are deemed to have been served to the male tenant, in accordance with section 89 of the Act, however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent?

Is the landlord entitled to retain the deposit paid by the tenants?

Background and Evidence

The landlord has made the following claim:

March rent owed	200.00
June 2012 rent	1,200.00
Loss of July 2012 rent	1,200.00
NSF fees 2X 35.00	70.00
TOTAL CLAIM	2,770.00

The landlord provided a copy of a signed tenancy agreement which commenced on March 1, 2012. Rent was \$1,200.00 per month, due on the 1st day of each month. A deposit in the sum of \$600.00 was paid.

In mid-June the tenants told the landlord they would vacate and they moved out on August 1, 2012. No written Notice was given.

The tenants did not pay June rent owed in the sum of \$1,200.00. The landlord decided as a result of the vacancy, to list the home for sale. New occupants were not sought out and the home sold within several months.

The tenants paid for rent and a piece of furniture at the start of the tenancy; that cheque was returned as NSF. The landlord has claimed the cost of furniture the tenants had agreed to purchase and the NSF fees for 2 cheques. The tenancy agreement did not include a term for payment of fees.

Analysis

In relation to the claim for furniture purchase, I find that this is matter that is outside of the jurisdiction of the Act. Failure to pay for goods is not anticipated by the legislation.

I find, in the absence of the tenant who was served with Notice of this hearing, that the landlord is entitled to compensation for the loss of June rent in the sum of \$1,200.00 and \$200.00 that was not paid in March 2012.

In relation to the claim for loss of July 2012 rent revenue. The tenants were required to give Notice ending their tenancy, in writing. Written Notice given in mid-June would have been effective July 31, 2012.

Section 7 of the Act requires a landlord to do what they can to minimize any loss claimed.

In the absence of any effort to re-rent the unit I have determined that the landlord is entitled to compensation for the loss of one-half of July 2012 rent revenue. The landlord was entitled to proper Notice ending the tenancy, so she could locate new occupants. When the landlord obtained possession of the unit on July 1, 2012, without proper Notice, she did not receive rent that was due on July 1, 2012. I have declined compensation for the balance of July as the landlord failed to take steps to re-rent the unit and listed it for sale.

In the absence of a term imposing fees, I dismiss the claim for NSF costs.

Therefore, the landlord is entitled to the following compensation:

	Claimed	Accepted
100.00 for furniture purchase	100.00	0
June 2012 rent	1,200.00	1,200.00
Loss of July 2012 rent	1,200.00	600.00
NSF fees 2X 35.00	70.00	0
TOTAL CLAIM	2,770.00	2,000.00

I find that the landlord's application has merit, and I find that the landlord entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord will retain the \$600.00 deposit in partial satisfaction of the claim.

I find that the landlord established a monetary claim, in the amount of \$2,050.00, which is comprised of loss of rent revenue, unpaid rent and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order for \$1,450.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to compensation in the sum of \$2,000.00 plus the \$50.00 filing fee.

The balance of the claim is dismissed.

Jurisdiction in relation to the furniture claim is declined.

The claim against the female tenant was withdrawn.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 30, 2012.

Residential Tenancy Branch