



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy began on or about September 15, 2011. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$450.00.

The landlord gave the following testimony; the tenants still owe \$475.00 of unpaid rent for the month of July 2012, on July 17, 2012 the tenant's gave the landlord notice that they would be moving out on July 31, 2012 which was in contravention of their tenancy agreement, the landlord was unable to rent the unit for the month of August and is seeking the recovery of the unpaid amount for July 2012 and the loss of revenue for August 2012.

The tenant's gave the following testimony; the tenants acknowledge the unpaid July rent and that they gave short notice, the tenant's position is that they had good reason

to move out of the unit as it was infested with insects, bedbugs, mold, mice, silver fish and hanta virus, all of which they can prove if given time to submit the evidence.

Analysis

Both parties participated in the teleconference hearing however the landlord was the sole applicant. The tenant's wished to have their issues of mold and insect infestation dealt with as part of this hearing. The tenant's did not submit any documentary evidence for those issues nor did they apply for dispute resolution. A large portion of the hearing was spent explaining the rules of procedure and the process to file an application for dispute resolution. It was made clear that today's decision would only reflect the items that the landlord applied for and that the tenants were at liberty at filing their own application if they so chose. They indicated that they understood and the hearing proceeded.

The landlord provided a signed tenancy agreement that required the tenant's to give a proper one months notice and the tenant's initials next to that clause indicating they were informed and understood. Based on the documentary evidence before me and the acknowledgement of the tenant's I find that the landlord has proven their claim.

As for the monetary order, I find that the landlord has established a claim for \$1375.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee for a total of \$1425.00. I order that the landlord retain the \$450.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$975.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$975.00. The landlord may retain the security deposit.

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: November 05, 2012.

Residential Tenancy Branch