



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on February 22, 2013. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlords' agent gave affirmed evidence.

Issues to be Decided

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

Background and Evidence

The tenancy was to begin on or about January 1, 2013. Rent in the amount of \$875.00 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 \$437.50. The tenant did not contact the landlord on January 1, 2013 to pick up the keys to the suite. The landlord assumed that because of the holidays the tenant may have been away or "sleeping still". The landlord made multiple attempts to contact the tenant by leaving phone messages but to no avail. The tenant attended to the landlords' office near the end of January to inform them that he had to take care of a family members dog and

that he was unable to move in. The tenant provided his address at that time as he was expecting his deposit to be returned. The tenancy was to be for a fixed term of one year. The landlord did not receive any rent money from the tenant. The landlord was able to rent the suite for February 1, 2013 and is seeking loss of rent for the month of January.

Analysis

I accept the landlord's undisputed testimony and find that the tenant breached the signed agreement between the two parties. The landlord provided a signed copy of the tenancy agreement to support their claim.

As for the monetary order, I find that the landlord has established a claim for \$875.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$437.50 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$487.50. 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 \$487.50. 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: March 18, 2013

Residential Tenancy Branch