



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding J.D. Nelson & Associates Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, OPC, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not attend, although he was served with the application for dispute resolution and Notice of hearing by registered mail sent on March 27, 2013. The tenant moved out of the rental unit on or about March 31, 2013 and the landlord no longer requires an order for possession.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to an order to retain the security deposit in partial satisfaction of the monetary award?

### Background and Evidence

This tenancy began on September 1, 2012. The rent is \$850.00 due in advance on the first day of each month. The tenant paid a security deposit of \$425.00 at the start of the tenancy. The tenant did not pay rent for March when it was due. The tenant paid \$500.00 on March 5, 2013. On March 5, 2013 the landlord personally served the tenant with a Notice to End Tenancy. The tenant moved out of the rental unit on March 31<sup>st</sup>. He interfered with the landlord's attempts to re-rent the unit for the month of April; the landlord was unable to rent the suite for April 1, 2013, but did succeed in re-renting it effective April 15, 2013. The landlord had to make repairs to the rental unit to repair damage caused by the tenant. The repair costs totaled \$71.20 and included replacing blinds, replacing a shower head and removing junk and replacing light bulbs. The landlord is claiming \$350.00 due for March rent and \$425.00 of lost revenue for April for a total claim of \$846.20.

Analysis and Conclusion

*Monetary Order and Security Deposit* – I accept the landlord's evidence as to repair costs and find that the landlord acted properly in its efforts to re-rent the unit for part of April. I grant the landlord's application for a monetary award in the amount claimed, namely; the sum of \$846.20. The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$896.20. I order that the landlord retain the deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$471.20. 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: May 01, 2013

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Residential Tenancy Branch

