



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, CNC, OPC, CPC, MNR, MNSD, MNDC, FF

### **Introduction:**

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, an Order of Possession for Cause; a monetary Order for unpaid rent; a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit; and to recover the fee for filing an Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent and to cancel a Notice to End Tenancy for Cause. The Tenant did not attend the hearing in support of the Tenant's Application for Dispute Resolution and I therefore conclude that the Tenant has abandoned the Application.

The Agent for the Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were sent to each Tenant at the rental unit, via registered mail, on April 19, 2013. The Landlord submitted Canada Post documentation that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however neither Tenant appeared at the hearing.

### **Preliminary Matter:**

The Agent for the Landlord stated that she went to the rental unit on May 01, 2013 and found the majority of the possessions belonging to the Tenant had been removed; that the neighbors told her that the Tenant had moved out the previous day; and that the Tenant had removed the lock from the door of the rental unit. She stated that on the basis of this information and the fact the Tenant had been served with two Notices to End Tenancy that required them to vacate the rental unit by April 30, 2013, the Landlord

concluded that the rental unit had been vacated. She stated that the locks to the rental unit were changed on May 01, 2013.

I find that the Landlord had the right to legal possession of the rental unit on May 01, 2013; that the Landlord now has legal possession of the rental unit; and that there is no need to grant the Landlord an Order of Possession. Upon being advised of this decision, the Agent for the Landlord withdrew the application for an Order of Possession.

Issue(s) to be Decided:

Is the Landlord entitled to a monetary Order for unpaid rent/lost revenue and to keep all or part of the security deposit?

Background and Evidence:

The Agent for the Landlord stated that this tenancy began on September 01, 2012; that the Tenant was required to pay monthly rent of \$875.00 by the first day of each month; that the Tenant paid a security deposit of \$437.50; and that the Tenant did not pay rent for April of 2013.

The Agent for the Landlord stated that she posted a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of April 15, 2013, on the door of the rental unit on April 02, 2013. The Notice declared that the Tenant owed \$875.00 in rent that was due on April 01, 2013.

The Agent for the Landlord stated that she personally served a One Month Notice to End Tenancy for Cause, which had an effective date of April 130 2013, to the female Tenant on March 28, 2013.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$875.00 by April 01, 2013, which has not been paid. As the Tenant is required to pay rent when it is due, pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$875.00 in outstanding rent to the Landlord.

On the basis of the undisputed evidence, I find that the Tenant disputed the Notice to End Tenancy for Unpaid Rent that was posted on April 02, 2013 and the Notice to End Tenancy for Cause that was personally served on March 28, 2013. As the Notices to End Tenancy were disputed and a hearing into that matter was scheduled for today, I find that the Landlord acted reasonably when the Landlord did not attempt to find new tenants for May 01, 2013.

I find that the Tenant's decision to abandon the application to dispute the Notice to End Tenancy without providing the Landlord with prior notice of that intent made it difficult, if not impossible, for the Landlord to find new tenants for May 01, 2013. I therefore find that the Tenant must compensate the Landlord for the loss of revenue experienced between May 01, 2013 and May 15, 2013, in the amount of \$437.50. I decline to award compensation for any period after May 15, 2013, as I find it entirely possible that the rental unit could be rented for May 15, 2013.

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

### Conclusion

The Landlord has established a monetary claim, in the amount of \$1,362.50, which is comprised of \$1,312.50 in unpaid rent/lost revenue and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2), I authorize the Landlord to retain the Tenant's security deposit of \$437.50, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$925.00. 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.

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 02, 2013

---

Residential Tenancy Branch

