



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prang Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF, CNR, MNDC

Introduction

There applications filed by both parties. The Landlord has made an application for an order of possession and a monetary order for unpaid rent, to keep all of the security deposit and recovery of the filing fee. The Tenant has made an application to cancel a notice to end tenancy issued for unpaid rent and a monetary order for money owed or compensation for damage or loss.

Both parties attended the hearing by conference call and gave undisputed testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and submitted documentary evidence of the other party, I am satisfied that both parties have been properly served.

At the beginning of the hearing, D.D. the advocate for the Tenant stated that she had instructions to withdraw the Tenant's application. The Landlord did not dispute this. As such, the Tenant's Application was withdrawn and no further action is required.

Both parties confirmed that the Tenant vacated the rental unit on May 31, 2013 and as such, the Landlord no longer requires an order of possession. The Landlord's request for an order of possession is withdrawn. No further action is required for this portion of the Landlord's Application. The Landlord wishes to proceed with the monetary claim.

During the hearing both parties confirmed that the Tenant is no longer residing at the rental address and the Advocate, D.D. indicated that service for a decision on these applications could be served upon her office. The Application and file shall be updated with this information.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?
Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on May 1, 2013 on a fixed term tenancy ending on October 31, 2013 as shown by the submitted copy of the signed tenancy agreement. Both parties have confirmed that the Tenant vacated the rental unit on May 31, 2013 as a result of bailiffs executing a writ of possession. The monthly rent was \$750.00 payable on the 1st of each month and a security deposit of \$375.00 was paid on May 1, 2013.

The Landlord has provided a copy of a 10 day notice to end tenancy issued for unpaid rent dated May 3, 2013. The notice states that \$750.00 for rent was due on May 1, 2013 and was unpaid as of the date of the notice. The notice displays an effective date of May 13, 2013.

The Landlord seeks a monetary order for \$1,500.00 which consists of \$750.00 for unpaid rent for May 2013 and \$750.00 for the loss of rent for June 2013 because the Tenant left the unit with damage and without notice. The Tenant's advocate, D.D. has no instructions to respond to the claim of \$750.00 in unpaid rent for May 2013 and states that the \$750.00 claim for June 2013 is premature as no final costs have occurred or been provided for this hearing and that the matter should be dismissed and the Landlord given leave to reapply at an appropriate future date.

Analysis

I accept the undisputed testimony of both parties and find that the Tenant was properly served with a 10 day notice to end tenancy issued for unpaid rent. The Tenant has failed to provide sufficient evidence to satisfy me that May 2013 rent of \$750.00 was paid. On this portion of the monetary claim the Landlord has been successful. As for the Landlord's claim for the loss of rent of \$750.00 for June 2013, I do find that the Landlord is premature and has not provided any details of any damages or that the rental unit would not be rentable for the remaining portion of June. On this basis, the Landlord's monetary claim for the loss of June 2013 rent is premature and is dismissed with leave to reapply.

The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$375.00 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$425.00. 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 \$425.00.
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: June 04, 2013

Residential Tenancy Branch