



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was scheduled to deal with a landlord's Application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord testified that the tenant was personally served with the hearing documents at the rental unit on May 30, 2013 in the presence of a witness. I was satisfied the tenant was sufficiently served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

The landlord confirmed that the tenant has since vacated the rental unit. Accordingly, an Order of Possession is no longer required and I do not provide one with this decision.

### Issue(s) to be Decided

Are the landlords entitled to recover the amounts claimed against the tenant?  
Are the landlords authorized to retain the tenant's security deposit?

### Background and Evidence

The tenancy commenced January 15, 2013 and the tenant paid a security deposit of \$647.50. The tenant was required to pay rent of \$1,295.00 on the 1<sup>st</sup> day of every month. The tenant failed to pay \$295.00 of the rent owed for May 2013 and on May 21, 2013 the landlord personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent with an effective date of May 31, 2013. The tenant moved out June 1, 2013.

In filing this Application the landlord requested recovery of unpaid rent for May 2013 and loss of rent for June 2013. The tenant subsequently gave the landlord a cheque in the

amount of \$295.00 dated June 14, 2013 which the landlord has cashed. The landlord was able to re-rent the unit starting July 1, 2013. Accordingly, the landlord has reduced his claim to reflect loss of rent for June 2013 only.

As documentary evidence for this proceeding the landlords provided copies of: the tenancy agreement and the 10 Day Notice.

### Analysis

Under the Act a tenant is required to pay rent when due in accordance with their tenancy agreement. Where a tenant does not pay all of the rent due the landlord is at liberty to issue a 10 Day Notice to End Tenancy.

I accept the evidence before me that the landlords served the tenant with a 10 Day Notice to End Tenancy on May 21, 2013 and the tenant was required to vacate the rental unit by May 31, 2013. I accept the undisputed evidence presented to me that the tenant moved out of the rental unit June 1, 2013 and the landlords were able to re-rent the unit starting July 1, 2013 which I find to reasonable in the circumstances.

Upon review of the tenancy agreement and upon consideration of all of the evidence before me, I find the landlords entitled to collect rent of \$1,295.00 on the 1<sup>st</sup> of every month and due to the tenant's breach of the agreement and the Act the landlords suffered a loss of rent for the month of June 2013. Therefore, I find the landlords entitled to recover unpaid and/or loss of rent for the month of June 2013 from the tenant in the amount f \$1,295.00.

I authorize the landlords to retain the tenant's security deposit in partial satisfaction of the rent owed the landlord. I also award the landlords the filing fee paid for this application.

In light of the above, the landlords are provided a Monetary Order calculated as follows:

Rent: June 2013	\$ 1,295.00
Filing fee	50.00
Less: security deposit	<u>(647.50)</u>
Monetary Order	\$ 697.50

The landlords must serve the Monetary Order upon the tenant and may enforce it in Provincial Court (Small Claims) as necessary.

Conclusion

The landlords have been authorized to retain the security deposit and have been provided a Monetary Order for the balance of \$697.50 to serve and enforce as necessary.

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: July 10, 2013

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Residential Tenancy Branch