



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RLB HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. An Order to retain the security deposit / pet deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing on August 16, 2013, in accordance with Section 89 of the Residential Tenancy Act (the Act), the tenant did not participate in the conference call hearing. The landlord testified the tenant vacated on the 'Labour Day weekend' in early September 2013. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began February 2011 and ended on August 31 or September 01, 2013. Rent in the amount of \$840.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit and a pet damage deposit from the tenant in the amount of \$415.00 for each, which the landlord retains in trust. The tenant failed to pay rent in the month of August 2013 and on August 02, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant failed to pay any rent in the month of September 2013. The quantum of the landlord's monetary claim is for the unpaid rent for August and September 2013.

## **Analysis**

Based on the landlord's testimony and document evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant did not pay the outstanding rent and did not apply for Dispute Resolution to dispute the notice. AS the tenant has vacated an Order of Possession is not necessary.

I find that the landlord has established a monetary claim for \$840.00 for August 2013 rent. **I grant** the landlord one-half month's rent for September 1-15, 2013 in the amount of \$420.00. The landlord is given leave to reapply for the balance of rent for September 2013 if they have proof they acted reasonably to mitigate revenue losses for the latter half of September 2013. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1310.00**. The security and pet damage deposits will be off-set from the award made herein.

### ***Calculation for Monetary Order***

Rental Arrears	\$840.00
Loss of revenue	\$420.00
Filing Fees for the cost of this application	50.00
<i>Less Security Deposit</i>	<i>-415.00</i>
<i>Less pet damage deposit</i>	<i>-415.00</i>
<b>Total Monetary Award to landlord</b>	<b>\$480.00</b>

## **Conclusion**

**I Order** that the landlord retain both deposits in the sum of \$830.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$480.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

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: September 25, 2013

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Residential Tenancy Branch

