



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*OPR, MNR, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, loss of income and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his monetary claim.

The notice of hearing was served on the tenant on September 07, 2013 by registered mail to the rental unit. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Pursuant to a mutual agreement to end tenancy signed on August 29, 2013, the tenant moved out on September 30, 2013. Since the tenant has moved out, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover unpaid rent, loss of income, the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on February 01, 2003. The monthly rent is \$1,250.00 due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$550.00.

The landlord testified that the tenant failed to pay full rent for September 2013. On September 16, 2013, the landlord served the tenant with a ten day notice to end tenancy for \$1,000.00. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

The landlord testified that on May 10, 2013, the landlord gave the tenant \$330.00 to replace a washing machine. The landlord filed a receipt signed by the tenant. The landlord stated that the tenant did not replace the machine and did not return the money. The landlord has applied for the return of \$330.00.

Despite having signed the end to tenancy agreement on August 29, 2013, the landlord started looking for a tenant at the end of September and therefore was unable to find a tenant for October 2013. The landlord stated that he placed an advertisement on September 30, 2013 in the local newspaper.

The landlord is applying for a monetary order for unpaid rent (\$1,000.00), loss of income for October (\$1,250.00), return of money for laundry machine (\$330.00) and for the filing fee (\$50.00).

### **Analysis**

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of his claim. I find that the tenant owes rent for September 2013 in the amount of \$1,000.00.

Section 7 of the Act provides:

*A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*

In this case, I find that despite entering into the mutual agreement on August 29, 2013, the landlord did not start looking for a tenant until the end of September and therefore suffered a loss of income for October 2013. Accordingly the landlord's claim for loss of income is dismissed.

I accept the landlord's testimony regarding the amount of \$330.00 that he advanced to the tenant to purchase a washing machine. Therefore I award the landlord his claim. The landlord has proven his case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$1,380.00. I order that the landlord retain the security deposit of \$550.00 plus accrued interest of \$19.69 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$810.54. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order for **\$810.54**.

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: October 16, 2013

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Residential Tenancy Branch

