



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION  
And (tenant's name suppressed to protect privacy)

## **DECISION**

Dispute Codes      OPB, OPR, MNR, MNDC, FF

### Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy dated September 2, 2013 and for a monetary award for unpaid September rent and for damages for loss of rental income for the months October and November 2013.

The tenants vacated the premises in October. The landlord has retaken possession and re-rented the premises. An order of possession and damages for loss of November rental income are no longer sought.

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities, that the landlord is entitled to any of the remaining relief it seeks?

### Background and Evidence

The rental unit is a two bedroom apartment in a large apartment building forming part of a five building apartment complex. The tenancy started in January 2013. The monthly rent was \$825.00. The landlord holds a \$412.50 security deposit.

The tenants applies to cancel the September 2, ten day Notice and for a monetary award against the landlord based on alleged tenancy agreement breaches and deficiencies with the rental unit. That matter came on for hearing October 17 but the tenants did not attend. The landlord's representative attended and the matter was dismissed without leave to re-apply.

It is agreed the September rent has not been paid, nor any other monies since then.

The tenants complain that they vacated the premises on October 1 and when they returned on October 26 they discovered the landlord had change locks, had removed their mail and had destroyed and discarded two couches the tenants had left.

The landlord's representative claims that the tenants gave the landlord no notice they were leaving. He says that following the tenants' non-attendance at the October 17 hearing he entered the suite and determined the tenants had vacated or abandoned it. He arranged for locks to be changed and he located new tenants for November 1<sup>st</sup>. He says that any mail to the tenants would be simply returned to the post office.

The tenants say that a friend told them that a person or persons are occupying the premises now, in October. The landlord's representative denies it, saying that if anyone has been seen in the apartment it would be a workman, not an occupant.

### Analysis

The landlord is owed the unpaid September rent. The tenants' appear to claim to offset furniture damage but I find that it was reasonable for the landlord to have concluded that the couches left by the tenant were abandoned and of no value.

Regarding the events occurring in October, the evidence of the landlord's representative seems the most plausible. There is no dispute but that the tenants did not return keys or otherwise inform the landlord they had left. The landlord was therefore not at liberty to re-rent the apartment in October and, I find, lost October's rental income of \$825.00.

### Conclusion

I grant the landlord a monetary award of \$1650.00, plus the \$50.00 filing fee.

I authorize the landlord to retain the \$412.50 security deposit in reduction of the amount awarded. There will be a monetary order against the tenants jointly and severally for the remainder of \$1287.50

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 29, 2013

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Residential Tenancy Branch