



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0794965 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MND, 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 to the rental unit; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit and pet damage deposit. The tenants did not appear at the hearing. The landlord testified that the hearing documents were served upon each tenant, by personal service, at the rental unit on October 11, 2013. Based upon the undisputed submissions of the landlord, I accepted that the tenants were served with notification of this proceeding and I continued to hear from the landlord without the tenants present.

The landlord requested that the damage and garbage removal claims, which were estimated at the time of filing, be withdrawn and the landlord granted leave to reapply. The landlord's request was granted and the landlord remains at liberty to reapply for compensation for damage or other losses within two years of the date the tenancy ended.

The landlord stated that the tenants moved out of the rental unit on November 9 and 10, 2013 and the landlord has already regained possession of the rental unit. As such, I find an Order of Possession is no longer required and I do not provide one with this decision.

Issue(s) to be Decided

1. Is the landlord entitled to compensation for unpaid and/or loss of rent?
2. Is the landlord authorized to retain the security deposit and pet damage deposit?

Background and Evidence

The tenancy commenced August 15, 2012 and the tenants paid a security deposit of \$625.00 and a pet damage deposit of \$625.00. The tenancy was for a fixed term of one year that converted to a month to month basis after the fixed term expired. The tenants were required to pay rent of \$1,250.00 on the 15th day of every month.

The tenants failed to pay rent due on September 15, 2013. The tenants owed \$300.00 in rent from a previous month. On September 19, 2013 the landlord personally served a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) to the male tenant. The Notice indicates rent of \$1,550.00 was outstanding as of September 15, 2013 and has a stated effective date of September 30, 2013.

The landlord testified that after serving the 10 Day Notice the tenants did not pay the outstanding rent, the tenants did not pay any monies for the following month, and the tenants continued to reside in the unit until the weekend of November 9 and 10, 2013.

The landlord is seeking to recover unpaid rent of \$1,550.00 plus loss of rent of \$1,250.00 for the period of October 15 – November 14, 2013.

Documentary evidence provided for this proceeding included copies of: the tenancy agreement and the 10 Day Notice.

Analysis

The Act provides that a tenant must pay rent when due under the terms of their tenancy agreement. Where a tenant does not pay rent the landlord is at liberty to serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

I accept the undisputed evidence before me that the tenants owed \$1,550.00 in rent as of September 15, 2013 and failed to pay that amount. I accept that the landlord served the tenants with a 10 Day Notice on September 19, 2013 and, since the tenants did not pay the outstanding rent or file to dispute the 10 Day Notice, the tenancy ended on the effective date of September 30, 2013. Therefore, the tenants were required to vacate the rental unit by September 30, 2013.

In light of the above, I find the landlord entitled to recover unpaid rent of \$1,550.00 from the tenants. I further award the landlord loss of rent for the following month since the tenants did not comply with the 10 Day Notice by vacating the rental unit when required to do so and, as a result, caused the landlord to suffer a further loss of rent.

I award the \$50.00 filing fee to the landlord. I also authorize the landlord to retain the tenants' security deposit and pet damage deposit in partial satisfaction of the rent owed to the landlord.

With this decision, the landlord is provided a Monetary Order calculated as follows:

Unpaid Rent: as per 10 Day Notice	\$ 1,550.00
Loss of Rent: October 15 – November 14, 2013	1,250.00
Filing fee	50.00
Less: security deposit and pet damage deposit	<u>(1,250.00)</u>
Monetary Order	\$ 1,600.00

To enforce the Monetary Order it must be served upon the tenants and it may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The landlord has been authorized to retain the security deposit and pet damage deposit in partial satisfaction of rent owed to the landlord. The landlord has been provided a Monetary Order for the balance owing of \$1,600.00 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: November 29, 2013

Residential Tenancy Branch

