



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding A.MION.CONSTRUCTION.LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, 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 - Section 67;
3. An Order to retain the security deposit or 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 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord advised the tenant vacated November 24, 2013; therefore an Order of Possession is not necessary.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began in 2011. Rent in the amount of \$800.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400.00. The tenant failed to pay rent in the month of November 2013 and on November 12, 2013 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent. The tenant vacated November 24, 2013 and according to the landlord the tenant left behind numerous cast-off items and did not clean the unit. The landlord's monetary claim is for the unpaid rent for November and loss of revenue for December 2013.

Analysis

Based on the testimony and document evidence before me 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 has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice. I find that the landlord has established a monetary claim for \$800.00 in unpaid rent for November, 2013. Given the circumstances and timing of the tenant's departure in this matter, I find it appropriate that the landlord be awarded loss of revenue for December 2013. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1650.00**. Any applicable security deposit will be off-set.

Calculation for Monetary Order

Rental Arrears for November 2013	\$800.00
Loss of revenue for December 2013	800.00
Filing fee	50.00
<i>Less security deposit</i>	<i>-400.00</i>
Total monetary award	\$1250.00

Conclusion

I Order that the landlord retain the deposit of \$400.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1250.00**. 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: December 12, 2013

Residential Tenancy Branch

