



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNR, MNSD, MNDC, FF

### Introduction

This was a cross-application hearing.

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord requested compensation for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The tenant applied requesting compensation for damage or loss under the Act and return of the security deposit.

The landlord provided affirmed testimony that on November 8, 2013 he received the tenant's application. The tenant had not previously provided the landlord with a written forwarding address.

On November 14, 2013 the landlord submitted an Application for Dispute Resolution and on the same date sent copies of the application and evidence to the tenant at the service address provided on the tenant's application. The hearing package was sent via registered mail. On November 21, 2013 the hearing package was accepted; the landlord checked the Canada Post web site to confirm delivery of the registered mail.

Therefore, pursuant to section 90 of the Act, I find that the landlord's hearing package is deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

### Preliminary Matters

As the tenant failed to attend the hearing, in support of his application, pursuant to section 10.1 Of the Residential Tenancy Rules of Procedure, the tenant's application is dismissed without leave to reapply. I note that the detailed dispute section of the tenant's application was, for the most part, illegible.

The landlord has requested compensation for damage or loss, as the sum claimed is for loss of rent revenue after the tenancy ended.

### Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid November 2013 rent?

Is the landlord entitled to retain the security deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The tenancy commenced on July 19, 2013; rent was \$400.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit in the sum of \$200.00 was paid.

The tenant was renting a single occupancy room.

The tenant was assisted by a housing worker, via a housing society. The landlord had some communication with that worker.

On November 8, 2013 the landlord spoke with the housing worker who told the landlord the tenant had vacated on November 3, 2013. Sometime between November 8 and 10, 2013, the housing worker returned the keys to the landlord.

The tenant did not give the landlord any notice he was going to vacate the unit. The landlord had issued a 1 month Notice ending the tenancy for cause; the tenant disputed the Notice and on October 16, 2013 a decision was issued cancelling that Notice; allowing the tenancy to continue. The tenant did not pay November 2013 rent.

The landlord has on-going advertisements for rooms and did not receive any interest during the month of November 2013. The landlord uses 2 popular internet web sites to locate tenants. A new occupant was not located until January 1, 2014.

The landlord said he would be satisfied to retain the \$200.00 security deposit and decline a monetary Order for the balance.

### Analysis

In the absence of the tenant, who was served with notice of this hearing, I find that the landlord is entitled to compensation in the sum of \$400.00 for loss of November 2013 rent.

There was no evidence before me that the tenant ended the tenancy in accordance with section 45 of the Act. Written and signed notice ending the tenancy, at least 1 month in

advance is required. The tenant had successfully disputed a Notice ending tenancy, but then vacated without giving proper notice ending the tenancy.

The landlord advertised the room and was unable to locate a new occupant during the month of November. Therefore, despite an attempt to mitigate, I find that the landlord suffered a loss of rent revenue.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain the security deposit in partial satisfaction of the claim.

I find that the landlord's application has merit, and I find that the landlord entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landord declined a monetary Order and is satisfied to retain the security deposit.

#### Conclusion

The landord is entitled to compensation in the sum off \$400.00 for loss of rent revenue.

The landlord is entitled to filing fee costs.

The landlord may retain the security deposit.

The landlord declined a monetary Order for the balance owed.

The tenant's application is dismissed without leave to reapply.

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: February 18, 2014

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Residential Tenancy Branch

