



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF
CNR, RR

Introduction

This hearing was scheduled in response to 2 applications: i) by the landlords for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee; and ii) by the tenant for cancellation of a notice to end tenancy for unpaid rent / and permission to reduce rent for repairs, services or facilities agreed upon but not provided.

Landlord "PH" attended and gave affirmed testimony. The landlord testified that he received the tenant's application for dispute resolution and notice of hearing (the "hearing package"). The landlord also testified that he served the tenant with his own hearing package by way of registered mail. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered." Despite scheduling of the hearing in response to applications by both parties, and despite successful service of the landlord's hearing package on the tenant, the tenant did not appear. During the hearing the landlord testified that the tenant has vacated the unit. Accordingly, the landlord's application for an order of possession was withdrawn.

Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from July 01, 2013 to June 30, 2014. Monthly rent of \$1,650.00 is due and payable in advance on the last day of each month, and a security deposit of \$825.00 was collected. The tenant informed the landlord in December 2013 that she was unable to pay the full amount of rent due for January 2014. Thereafter, the parties agreed that 50% of the January rent would be paid on January 15, and that the remaining 50% would be paid on January 31.

Arising from rent of \$825.00 which was subsequently unpaid on January 15, 2014, the landlord issued a 10 day notice to end tenancy. The notice was served by way of delivery to the unit mailbox on January 15, 2014. Subsequently, while the tenant filed an application to dispute the notice on January 20, 2014, she made no further payment toward rent and vacated the unit on February 25, 2014 without providing a forwarding address. The landlord has not yet found new renters for the unit.

Analysis

Based on the documentary evidence and the landlord's affirmed / undisputed testimony, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent on January 15, 2014. While the tenant filed an application to dispute the notice, she made no further payments toward rent and she vacated the unit on February 25, 2014.

As for compensation, I find that the landlords have established entitlement to **\$5,000.00**:

\$1,650.00: *unpaid rent January*; **\$1,650.00**: *unpaid rent February*; **\$1,650.00**: *loss of rental income for March*; **\$50.00**: *filing fee*

I order that the landlords retain the security deposit of **\$825.00**, and I grant the landlords a **monetary order** for the balance owed of **\$4,175.00** (\$5,000.00 - \$825.00).

Conclusion

The tenant's application is hereby dismissed in its entirety.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$4,175.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

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: March 10, 2014

Residential Tenancy Branch

