



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that she served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 10, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord gave evidence that the tenancy started October 30, 2013 and the tenant was obligated to pay \$500.00 rent monthly in advance on the first day of the month. The tenant also paid a security deposit of \$250.00.

The landlord gave evidence that she served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") by personal service on December 4, 2013. The Notice stated that the tenant failed to pay rent of \$500.00 that was due on December 1, 2013.

The landlord's evidence is that the tenant made no further payments and moved out on December 15, 2013.

The landlord gave evidence that the rental unit is a room in shared accommodation. Her evidence is that she did not advertise that room as being available until after Christmas 2013. However, she keeps an advertisement running all year round on a web service. She has five rooms for rent and usually has one available.

The landlord's evidence is that she had two vacancies in the month of January 2014. She found a suitable tenant for the rental unit for February 1, 2014. Her evidence is that she has two or three inquiries every month. She does not take tenants who smoke, drink, or use drugs; she looks for tenants who are workers or students.

The landlord also gave evidence that the tenant broke his key in the lock. As a result, she incurred the expense of replacing the lock and getting new keys cut. The landlord did not provide receipts but estimated that the cost of the new lock and keys was about \$80.00.

The landlord claims a loss of rental income for December 2013 (\$500.00) and January 2014 (\$500.00), and compensation for the lock (\$80.00) for a total claim of \$1,080.00.

Analysis

I find that the tenant failed to pay rent for the month of December 2013. For that reason, the landlord is entitled to a monetary order for \$500.00 for unpaid rent for December 2013.

I find the tenant moved out of the rental unit on December 15, 2013 as a result of the Notice which he received on December 4, 2013. Since the tenant complied with the Notice, he is not responsible for any subsequent rental losses for the landlord. I therefore dismiss the landlord's claim for compensation for a rental loss for January 2014.

I find the tenant was responsible for the damage to the lock. The landlord is therefore entitled to compensation for replacing the lock and keys, and I find the amount of \$80.00 is reasonable.

The total amount due the landlord is \$580.00. I order that the landlord retain the security deposit of \$250.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$330.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$330.00. The landlord is also entitled to retain the security deposit.

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: April 22, 2014

Residential Tenancy Branch

