



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; to retain the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she served the Tenants with the Notice of Hearing documents and copies of her documentary evidence by hand delivering the documents to the Tenants at the rental unit on January 31, 2014.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenants were duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

Preliminary Matter

At the outset of the Hearing, the Landlord testified that the Tenants moved out of the rental unit on January 31, 2014, without providing a forwarding address. The Landlord has taken possession of the rental unit and therefore, the Landlord withdrew her application for an Order of Possession.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord gave the following testimony:

Monthly rent is \$1,050.00, due the third day of each month. Rent does not include utilities. The Tenants paid a security deposit in the amount of \$525.00 on October 25, 2011.

The Tenants did not pay rent for December, 2013 or January, 2014. The Tenants did not pay utilities in the amount of \$250.30. On January 21, 2014, the Landlord served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities, by posting the Notice on the Tenants' door at the rental unit. A copy of the Notice was provided in evidence.

The Landlord has not yet made attempts to re-rent the rental unit.

The Landlord requested a monetary award for unpaid rent and loss of revenue, as follows:

Unpaid rent for December and January	\$2,100.00
Unpaid utilities	\$250.30
Loss of revenue for February and March	<u>\$2,100.00</u>
TOTAL claimed	\$4,450.30

Analysis

I accept that the Landlord's undisputed affirmed testimony in its entirety. Therefore, I find that the Landlord is entitled to unpaid rent and unpaid utilities in the amount of \$2,350.30.

With respect to loss of revenue for the month of February, 2014, I find that the Landlord is entitled to that portion of her claim because any notice to end the tenancy given by the Tenants would not have taken effect until February 28, 2014.

With respect to loss of revenue for March, 2014, I dismiss this portion of the Landlord's claim. I find that the Landlord failed to minimize her loss by taking reasonable steps to re-rent the rental unit for March 1, 2014.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of her monetary award.

The Landlord's application had merit and I find that she is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent and loss of revenue	\$3,150.00
Unpaid utilities	\$250.30
Recovery of the filing fee	<u>\$50.00</u>

Subtotal	\$3,450.30
Less security deposit	- \$525.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$2,925.30

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$2,925.30** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 02, 2014

Residential Tenancy Branch

