



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, MNR, MND, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, cost of repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on January 18, 2014, she served the tenant with the notice of hearing in person, at his place of work in the presence of witnesses. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

During the hearing, the landlord informed me that she was still in the process of finishing the repair work and obtaining invoices and requested that her claim for damages and her claim to retain the security deposit be dismissed with leave to reapply. Since the landlord is still in the process of finishing the repair work, I dismiss the landlord's application for damages and to retain the security deposit, with leave to reapply. Accordingly this hearing only dealt with the landlord's application for a monetary order for unpaid rent, loss of income and the filing fee

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, loss of income and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on January 15, 2013 for a fixed term of one year ending January 15, 2014. At the end of the term, the tenancy would continue on a month to month basis. The monthly rent was \$950.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$475.00. The rental unit was brand new at the time the tenant moved in.

The landlord stated that the tenant failed to pay rent for December and on December 22, 2013; the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice, did not pay rent and moved out on December 31, 2013. The landlord stated that the tenant left the unit in a dirty and damaged condition and despite her efforts to re rent it, she was unable to find a tenant for January. The landlord filed photographs of the condition of the unit that support her testimony.

The landlord has applied for a monetary order for unpaid rent for December (\$950.00), loss of income for January (\$950.00) and the filing fee (\$50.00) for a total of \$1,950.00.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant did not pay rent for December 2013. I further find that the landlord made efforts to mitigate her losses, but was unable to find a tenant for January 2014 due to the condition of the rental unit after the tenant moved out and thereby suffered a loss of income for January. Therefore, I find that the landlord is entitled to her claim for unpaid rent and for loss of income. Since the landlord has proven her case, she is entitled to the recovery of the filing fee of \$50.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$1,950.00. 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 of **\$1,950.00**.

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: May 02, 2014

Residential Tenancy Branch

