



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord provided sworn testimony that he served the Application for Dispute Resolution to an adult, B.L., visiting and sometimes residing with the tenant. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated March 18, 2014 for unpaid rent and received an Order of Possession pursuant to a Direct Request. Has the landlord now proved on a balance of probabilities entitlement to a Monetary Order for rental arrears or loss of revenue and filing fee?

Background and Evidence:

The tenant did not attend although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced on December 15, 2013, a security deposit of \$850 was paid and rent is currently \$1900 a month (including \$200 for utilities). The landlord provided evidence that the tenant vacated on May 31, 2014 without paying rent \$400 owed from January and \$1900 owed for each of February, March, April and May 2014. The landlord inadvertently omitted April's rent in his calculation and requested an amendment to include it. The landlord also claims \$700 in addition to recover a loan he made to the tenant in January 2014.

The tenant did not attend or submit any documents to dispute the amount owing. On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order

I find rent was \$1900 a month including utilities based on the tenancy agreement submitted as evidence for the hearing under file #xxxxxx on May 12, 2014. I find the landlord's evidence credible that \$400 is owed from January and \$1900 for each of February, March, April and May 2014. I find that there are rental arrears in the amount of \$4200 representing rental arrears from January to the end of March 2014 (the effective date of the Notice to End Tenancy) and additional rental loss of \$3800 to the end of May 2014 when the tenant vacated. The amendment to include the revenue loss for April is granted as the evidence is the tenant occupied the unit in April, paid no rent, the tenant had knowledge of this and it was an inadvertent omission by the landlord.

I find no jurisdiction to order the repayment of a loan made under a verbal agreement between the parties. Therefore I dismiss this portion of the landlord's claim.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears to March, 2014(1900 x2 +400)	4200.00
Revenue loss April, May	3800.00
Filing fee	50.00
Less security deposit (no interest 2013-14)	-850.00
Monetary Order to landlord	7200.00

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: June 11, 2014

Residential Tenancy Branch