



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the landlord for a monetary order for unpaid rent for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated in his details of dispute that the tenant vacated the rental unit on February 20, 2014 when he filed the application for dispute resolution. The landlord states that the tenant was personally served with the notice of hearing package and the submitted documentary evidence on February 21, 2014 in front of the local "Super Store" with her sister, W.S. as a witness. I accept the undisputed testimony of the landlord and find that the tenant has been properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on January 15, 2014 on a fixed term tenancy for 6 months ending on July 15, 2014 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The tenancy ended on February 20, 2014. The monthly rent was \$830.00 payable on the 1st of each month and a security deposit of \$415.00 was paid on January 15, 2014.

The landlord states that the tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated February 10, 2014 in person at the rental unit. The notice states that the tenant failed to pay rent of \$1,245.00 that was due on February 1, 2014. The notice also displays an effective end of tenancy date of February 20, 2014. The landlord state that a written

notice was given to the tenant prior to the 10 day notice being served on February 10, 2014 which was acknowledged by the tenant by initialling the contents throughout the notice. The landlord has provided copies of all notices serviced to the tenant.

The landlord seeks a monetary claim of \$2,075.00 which consist of \$415.00 for unpaid rent for January, 2014, \$830.00 for February 2014 and loss of rental income of \$830.00 for March 2014. The landlord states that the tenant has not paid rent since moving in on January 15, 2014. The landlord states that the tenant vacated the rental unit on February 20, 2014 without paying any rent. The landlord states that after the tenant vacated the rental unit attempts to re-rent the unit were made by posting multiple ads for rental on craigslist. The landlord states that she was unable to re-rent the unit until April 15, 2014 and seeks compensation of the \$830.00 as the tenant has breached the fixed term tenancy.

Analysis

I accept the undisputed evidence of the landlord and find that the tenant was properly served with the 10 day notice to end tenancy dated February 10, 2014 in person on February 10, 2014. The tenant did not pay the amount owed or file an application for dispute resolution to dispute the notice.

I find based upon the undisputed evidence of the landlord that a monetary claim has been established for \$2,075.00 for unpaid rent and loss of rental income. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$415.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$1,710.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$1,710.00.
The landlord may 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: June 11, 2014

Residential Tenancy Branch

