



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: O

For the landlord: OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the "Act").

The tenant applied for unspecified relief as the details of his dispute in his application contained only vague information.

The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for money owed or compensation for damage or loss and unpaid rent, authority to retain the tenant's security deposit, and for recovery of the filing fee.

The landlord attended the hearing; the tenant did not attend.

The landlord's documentary evidence shows that she served the tenant with her Application for Dispute Resolution and Notice of Hearing by registered mail.

Based upon the submissions of the landlord, I find the tenant was served notice of the landlord's hearing and the landlord's application as required by section 89(1) of the Act and the hearing proceeded on the landlord's application in the tenant's absence.

Thereafter the landlord was provided the opportunity to present her evidence orally, refer to documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed the oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Procedural matter-Despite having his own application for dispute resolution set for hearing on this date and time, the application of the landlord and the Notice of these Hearings, the tenant did not appear.

Therefore, pursuant to section 10.1 of the Rules, I dismiss the application of the tenant, without leave to reapply.

Preliminary matter-The landlord submitted that the tenant vacated the rental unit on July 2, 2014, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and for recovery of the filing fee paid for this application?

Background and Evidence

The landlord supplied a written tenancy agreement showing that this tenancy began on November 1, 2013, that monthly rent was \$1100, and that the tenant paid a security deposit of \$550 at the beginning of the tenancy.

The landlord gave evidence that on June 13, 2014, she served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), by leaving it personally with the tenant, listing unpaid rent of \$1100 as of June 1, 2014. The effective vacancy date listed on the Notice was June 23, 2014.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The tenant did file an application, but did not list that he was disputing the Notice.

The landlord stated that the tenant made no further payments of rent and vacated the rental unit on July 2, 2014, without making any further rent payments.

The landlord claimed \$2200, comprised of unpaid rent for June of \$1100 and loss of rent revenue of \$1100 for July, as the tenant remained in the rental unit beyond the first day of July and that the rental unit required cleaning before being able to advertise for re-rent.

Analysis

Based upon the landlord's undisputed evidence, I find the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service. I further find that the landlord has proven that the tenant owed and failed to pay the rent due for June pursuant to the tenancy agreement and is entitled to a monetary award of \$1100.

I further find that the tenant's actions in not vacating the rental unit until July 2, 2014, caused the landlord to suffer a loss of rent revenue for July and I therefore grant the landlord a monetary award of \$1100 for that month.

I also award the landlord recovery of her filing fee paid for the application in the amount of \$50.

I therefore find that the landlord is entitled to a monetary award of \$2250, comprised of unpaid rent of \$1100 for June, loss of rent revenue of \$1100 for July 2014, and the \$50 filing fee paid by the landlord for this application.

The landlord was informed that the issue of unpaid rent only was dealt with in this application, as she failed to properly amend her application seeking additional sums for alleged damage to the rental unit. The landlord is at liberty to file another application for dispute resolution for any other claims against the tenant.

Conclusion

The tenant's application is dismissed.

The landlord has been granted a monetary award in the amount of \$2250.

At the landlord's request, I allow the landlord to retain the tenant's security deposit of \$550 in partial satisfaction of her monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$1700, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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: August 22, 2014

Residential Tenancy Branch

