



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent; for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave evidence, however the tenants did not attend. The landlord gave evidence that she served the tenants with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on June 26, 2014. I find the tenants were properly served.

At the outset of the hearing, the landlord advised that the tenants have moved out and she no longer requires an order of possession.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The tenancy agreement signed by the parties on October 30, 2013 indicates the tenancy started November 1, 2013 and the tenants were obligated to pay rent of \$800.00 monthly in advance on the first day of the month. The tenants also paid a security deposit of \$400.00.

The landlord gave evidence that she served the tenants with a Notice to End Tenancy for Unpaid Rent (the "Notice") by posting the Notice on the tenants' door on June 4, 2014. The Notice states the tenants failed to pay rent of \$800.00 that was due June 1,

2014. The landlord gave evidence that the tenants did not make any further rental payment after receiving the Notice.

The landlord gave evidence that she last saw the tenants about two weeks prior to the hearing. She gave 24 hour notice to enter the rental unit on August 20, 2014 and discovered that day that the tenants had vacated the rental unit. Her evidence is that the tenants left a "big mess" and abandoned possessions. The rental unit must be cleaned before it can be re-rented.

Analysis

I accept the landlord's evidence that the tenants did not pay rent for June 2014 or any subsequent month. I accept the landlord's evidence that the tenants continued to occupy the rental unit and left sometime in August 2014 without indicating to the landlord that they were leaving. I also accept the landlord's evidence that the landlord was not able to re-rent the unit for any period of August 2014 because of the tenants' failure to indicate when they were moving out and because the tenants left the unit in poor condition.

I find the landlord is entitled to unpaid rent of \$800.00 for each of June, July, and August 2014, totalling \$2,400.00. The landlord is also entitled to recover their RTB filing fee of \$50.00.

The total amount due the landlord is \$2,450.00. I order that the landlord retain the security deposit of \$400.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,050.00. 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 \$2,050.00.

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: September 03, 2014

Residential Tenancy Branch

