



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on July 19, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on July 24, 2014, and I proceeded with the hearing in the absence of the tenant.

At the outset of the hearing the landlord stated that the tenant had vacated the rental unit. Accordingly, I dismissed the portion of the landlord's application regarding an order of possession, and only considered the monetary claim.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on December 27, 2013. Rent in the amount of \$900 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450. The tenant did not pay rent for July 2014. In July the landlord attempted to show the suite to re-rent but the tenant hindered showings by staying in bed, so that the landlord could not show the master bedroom. The tenant moved out on July 22, 2014. The landlord attempted to re-rent the unit but was unable to rent it for August 2014. The landlord has claimed \$900 in unpaid rent for July 2014, and I allowed the landlord to amend their application to include a claim for lost revenue for August 2014.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on December 27, 2013, indicating a monthly rent of \$900 due on the first of each month and verifying that the tenant paid the landlord a security deposit of \$450;
- a copy of a Notice to End Tenancy for Unpaid Rent indicating the tenant failed to pay \$900 for July 2014 rent;
- testimony that the landlord attempted to re-rent the unit as soon as possible, but the tenant did not cooperate with the landlord's efforts to re-rent; and
- a copy of the Landlord's Application for Dispute Resolution, filed July 15, 2014, in which the landlord indicated that the tenant had not paid rent for July 2014 and had not vacated the unit by the effective date of the notice to end tenancy.

Analysis

I find that the landlord has established their claim in its entirety.

The evidence noted above shows that the tenant was required to pay rent of \$900 and he failed to do so for July 2014. I accept the undisputed evidence of the landlord that the tenant hindered the landlord's efforts to minimize their loss and re-rent the unit as soon as possible. I therefore grant the landlord \$1800 for unpaid rent and lost revenue for July and August 2014.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1850. I order that the landlord retain the security deposit of \$450 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1400. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 30, 2014

Residential Tenancy Branch

