



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on July 29, 2014. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agents appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

At the outset of the hearing the landlord's agent advised that the tenant is no longer residing in the rental unit, and therefore, the landlord withdraws the applications for an Order of Possession.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the landlord permitted to keep all or part of the security deposit?

Background and Evidence

The landlord's agent (The landlord) testified that this month to month tenancy started on May 01, 2014. Rent for this unit was \$1,600.00 per month which was due on the first day of each month. There are two tenants named on the tenancy agreement; however one of the tenants vacated earlier in the tenancy. The tenants paid a security deposit of \$800.00 on April 14, 2014

The landlord testified that the tenant failed to pay rent for July, 2014 of \$1,600.00. A 10 Day Notice to End Tenancy was served upon the tenant on July 03, 2014 in person. This Notice informed the tenant that rent is owed for July. The Notice also informs the tenant that the tenant has five days to either pay the rent or dispute the Notice or the tenancy will end on July 14, 2013. The landlord testified that the tenant did not pay the rent for July and failed to pay rent for August. The tenant abandoned the rental unit on or about August 25, 2014. The total amount of unpaid rent is now \$3,200.00.

The landlord seeks to recover a loss of revenue for September, 2014 of \$1,600.00. The landlord testified that the tenant left an amount of garbage in the unit and the landlord has been waiting for the owner to instruct the landlord what to do about the garbage and

re-renting the unit. The landlord agreed that the unit has not been advertised for re-rental after the tenant vacated.

### Analysis

The tenant did not appear at the hearing to dispute the landlords' claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have considered the landlord's documentary evidence and sworn testimony before me. Section 26 of the *Act* states:

*A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I am satisfied with the evidence before me that the tenant failed to pay rent for July and August leaving an outstanding balance of \$3,200.00. I am aware that there were two tenants named on the tenancy agreement and the 10 Day Notice to End Tenancy. The second tenant gave Notice to vacate the unit on June 03, 2014 and stated that she would be moving on that date. Consequently, I find the landlord is entitled to a monetary award to recover unpaid rent for July and August of **\$3,200.00**.

With regard to the landlord's claim for a loss of rental income for September, 2014 of \$1,600.00; the landlord must attempt to re-rent the unit as quickly as possible in order to mitigate any loss pursuant to s. 7(2) of the *Act*. In this matter the landlord testified that the owner has not yet instructed the landlord what to do about garbage removal and re-renting the unit for September. I therefore find the landlord's claim to recover a loss of revenue for September must be dismissed without leave to reapply.

The landlord is entitled to keep the tenant's security deposit of **\$800.00** pursuant to s. 38(4)(b) of the *Act* and this sum will be offset against the unpaid rent.

As the landlord's claim has some merit I find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*. The landlord will receive a Monetary Order pursuant to s. 67 of the *Act* for the following amount:

Unpaid rent for July and August	\$3,200.00
Less security deposit	(-\$800.00)
Filing fee	\$50.00
Total amount due to the landlord	\$2,450.00

### Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,450.00**. The Order must be served on the tenant. If the tenant fails to comply with the Order, the Order is enforceable through the Provincial (Small Claims) Court 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 25, 2014

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Residential Tenancy Branch

