



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend although he was served with the application and Notice of Hearing by registered mail sent on August 22, 2014. Canada Post records showed that the tenant refused to accept the registered mail delivery. Refusal to accept a registered mail delivery is not a legitimate ground for failing to attend a hearing. Pursuant to section 90 of the *Residential Tenancy Act* the tenant is deemed to have received the registered mail on the fifth day after it was mailed which was on August 27, 2014.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The landlord testified that the tenancy began in September, 2013. There is no written tenancy agreement. The rental unit is a basement suite in the landlord's house in Surrey. The monthly rent is 700.00, payable on the 15th of each month. The tenant paid only part of the rent for the month of May. His cheque for \$370.00 for the balance of May rent was returned due to insufficient funds. The tenant moved out in June without giving notice and without paying rent. He promised to pay June rent, but has not done so. The tenant was unable to re-rent the unit for any part of June. The landlord claimed to have incurred costs for cleaning and repairs, but he did not provide any documentary evidence to support such a claim. The landlord provided a copy of the tenant's returned cheque for \$370.00. As well he provided a copy of the tenant's cheque for \$350.00 in payment of a damage deposit. The landlord did not attempt to

deposit the cheque until after the tenancy ended and it was returned because it was stale dated so the landlord does not hold a security deposit..

Analysis

I accept the landlord's uncontradicted evidence that the tenant failed to pay \$370.00 due for May rent and failed to pay June rent in the amount of \$700.00. The landlord could not re-rent the unit and lost revenue for June in the amount of \$700.00. I find that the landlord is entitled to a monetary award for unpaid rent and loss of rental income in the total amount of \$1,070.00. The landlord's claim for the cost of cleaning and damage repair is dismissed without leave to reapply.

Conclusion

I have awarded the landlord the sum of \$1,070.00. He is entitled to recover the \$50.00 filing fee for his application for a total award of \$1,120.00 and I grant the landlord an order under section 67 in the said amount. This order may be registered 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: November 13, 2014

Residential Tenancy Branch

