



Dispute Resolution Services

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 authorizing him to retain the security deposit in partial satisfaction of the claim. Despite having been personally served with the application for dispute resolution and notice of hearing on January 23, 2015, the tenant did not participate in the conference call hearing.

At the hearing, the landlord advised that the tenant vacated the rental unit on January 23 and withdrew his application for an order of possession. The hearing proceeded to address the monetary claim.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in early 2013 at which time the tenant paid a \$450.00 security deposit. Rent was set at \$900.00 per month payable in advance on the first day of each month. The tenant paid just \$600.00 of the rent due in October leaving a balance of \$300.00 and paid no rent whatsoever for the months of November – January inclusive. The landlord testified that when the tenant vacated the rental unit, he left behind a mess that prevented the landlord from advertising the unit quickly or securing a new tenant.

The landlord seeks to recover the unpaid rent as well as loss of income for the month of February.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was obligated under the terms of the tenancy agreement to pay \$900.00 per month in rent. I find that the tenant breached his contractual obligation and failed to pay \$300.00 in the month of October and \$600.00 in each of the months of November, December and January. I find that the landlord is entitled to recover this unpaid rent and I award the landlord \$2,100.00. I dismiss the claim for loss of income for February. In order to succeed in this claim, the landlord must prove that the tenant's actions caused him to lose this income. The tenant vacated the unit in January and the landlord provided no evidence to corroborate his testimony that the rental unit was left in an un-rentable condition, nor did he provide corroborating evidence to show that he acted reasonably to advertise the unit.

As the landlord has been substantially successful in his claim, I find he should recover the \$50.00 filing fee paid to bring his application and I award him that sum for a total entitlement of \$2,150.00. I order the landlord to retain the \$450.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$1,700.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$1,700.00 and will retain the security deposit.

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: February 18, 2015

Residential Tenancy Branch

