



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing and gave affirmed testimony, however despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on February 16, 2015, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord. The landlord testified that the documents were served on that date and in that manner and orally provided a tracking number assigned by Canada Post, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for loss of rental revenue?
- Should the landlord be permitted to keep the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord testified that this month-to-month tenancy began on September 1, 2013 and the tenant moved out of the rental unit on March 2, 2015. Rent in the amount of \$715.00 per month 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 \$350.00 which is still held in trust by the landlord.

The landlord further testified that on February 10, 2015 the tenant only paid half of the rent for February, 2015, leaving a balance outstanding of \$357.50. The tenant further failed to pay rent when it was due for the month of March, 2015 and arrears have now accumulated to \$1,072.50. The landlord is not able to re-rent the rental unit before the end of March due to the condition it was left in by the tenant. The tenant provided no notice of his intention to vacate the rental unit, and the landlord claims \$1,072.50 in addition to the \$50.00 filing fee.

The landlord has also provided a copy of a Mutual Agreement to End a Tenancy which appears to be signed by a landlord and a tenant ending the tenancy on the 14th day of February or the 28th day of February 2015. Another hand-written document has been provided containing signatures of both parties and a witness which states that the tenant paid rent to the 15th of February, 2015 in the amount of \$357.00 and the tenant will move out by the 15th, and if he does not, an additional \$357.00 will be owing to the end of the month, which is the final move-out date.

Analysis

I accept the testimony of the landlord that the tenant has failed to pay rent in full for the month of February, 2015 and owes the landlord \$357.50.

I also accept the testimony of the landlord that the tenant did not pay any rent for the month of March, 2015 and left the rental unit on March 2, 2015. I find that the tenant over-held the tenancy by 2 days and the landlord is entitled to rent. With respect to the landlord's claim for unpaid rent or loss of revenue for the balance of the month of March, 2015, I am not satisfied that the landlord has mitigated any loss, or provided any evidence of an inability to re-rent the unit due to the condition left by the tenant. I am satisfied, however, that due to the agreed move-out date in writing of February 28, 2015 or sooner and that because the tenant did not move out by that date, the landlord would not have been able to re-rent the unit before March 15, 2015, and I find that the landlord has established a monetary claim for that month in the amount of \$357.50.

Since the landlord has been partially successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I order the landlord to keep the \$350.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord for the difference in the amount of \$415.00.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$350.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$415.00.

This order is final and binding and may be enforced.

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: March 19, 2015

Residential Tenancy Branch

