



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            OPC, MND, MNSD, MNDC, FF

### Introduction

The landlord applies for an order of possession and a monetary award for damage to the unit and for compensation for damage for loss under the law or the tenancy agreement.

The landlord has obtained an order of possession and a monetary award for July rent in a Direct Request proceeding earlier.

The landlord has not provided any particulars of his claim. Though he cites the figure of \$5000.00 as the amount he seeks, he has not provided a detail indicating what that amount should be awarded for.

At hearing, the tenant consented to an amendment of the landlord's application to include a claim for unpaid rent or loss of rental income for the month of August 2015.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord is entitled to any of the remaining relief claimed?

### Background and Evidence

The rental unit is a two bedroom portion of a duplex. The tenancy started in September 2013. The rent was \$741.00 per month, due on the first of each month, in advance. The tenant paid a \$367.50 security deposit.

The tenant confirmed that she moved out of the premises on or about August 10, 2015.

The landlord points out that there are a number of belongings still in the premises, such as a laptop computer and food. The tenant confirms that she does not wish to claim anything that might remain in the rental unit. She indicated that the keys, if not on the counter, were in the mailbox at the home.

### Analysis

The landlord has not yet undertaken cleaning or repair of the premises. He is free to re-apply for a monetary award against the tenant, once he is in a position to assess his loss in that regard.

The landlord has lost the rental income for August. He will not now be in a position to reasonably obtain a tenant for any portion of August and so I award him the rent equivalent of \$741.00 in regard.

### Conclusion

The landlord is entitled to a monetary award of \$741.00 plus recovery of the \$50.00 filing fee.

There was some discussion about the security deposit and how it would normally have been applied in reduction of the previous monetary award granted to the landlord. For better certainty, I apply the \$367.50 security deposit to offset this monetary award, resulting in a remainder of \$423.50. There will be a monetary order against the tenant for that amount.

The earlier monetary award remains in effect in its full amount.

This decision was rendered orally and 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: August 20, 2015

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Residential Tenancy Branch

