



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent or loss as a result of this tenancy pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants did not attend this hearing although the teleconference line remained open until 11:15 am for this 11:00 am hearing. The landlord's agent attended ("the landlord") and was given an opportunity to make submissions. The landlord's agent testified that the landlord's Application for Dispute Resolution was served to both tenants by registered mail to the rental unit on January 22, 2016. The landlord submitted a receipt from Canada Post as evidence of the mailings. I find the tenants were both deemed served with the ADR on January 27, 2016 (5 days after its registered mailing). The landlord testified that the tenants have vacated the rental unit and she withdrew the application for an Order of Possession. The landlord indicating she was seeking unpaid rent amounts and recovery of the filing fee.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The landlord gave evidence that the residential tenancy agreement began on January 1, 2013 with a rental amount of \$700.00 payable on the first of each month. The landlord testified that she continued to hold the \$350.00 security deposit paid by the tenants at the outset of this tenancy. The landlord sought to retain that security deposit towards the amount of unpaid rent outstanding.

The landlord had applied for an Order of Possession for unpaid rent. Prior to the date for this hearing, the tenants vacated the rental unit. The landlord continues to seek an amount of \$1400.00 for two months' rent.

The landlord testified that the tenant did not pay rent of \$700.00 due on January 1, 2016. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on January 4, 2016. The landlord testified that the tenants remained in the rental unit until January 30, 2016. The landlord testified that, when the tenants vacated the rental unit, they did so without providing any notice that they would be moving out.

The landlord sought a monetary award of \$1400.00 for unpaid month of January 2016 and the rental loss to the landlord for the month of February 2016. The landlord testified that the rental unit required cleaning before it could be re-rented. The landlord testified that, with advertising efforts at online and community resources, the unit was re-rented for March 1, 2016.

Analysis

The landlord provided sufficient evidence to show that the tenants did not pay rent in January 2016, on the day it was due (January 1) or within the timeline provided on the landlord's 10 Day Notice (January 9). I find that the landlord is entitled to receive an order for unpaid rent in January totalling \$700.00.

The landlord testified showing reasonable efforts made to mitigate any loss and re-rent the unit. However, the landlord provided sworn undisputed testimony that the unit was not re-rented until March 1, 2016. I accept the landlord's uncontested evidence that, despite efforts, the unit wasn't re-rented until March 1, 2016. I find that the landlord is also entitled to \$700.00 for rental loss in February 2016.

The monetary order for the month of February 2016 is based on the landlord's sworn testimony that the tenants did not provide notice to end the tenancy, that the landlord made reasonable attempts to re-rent the unit and that it was not rented until March 1, 2016.

The landlord testified that she continues to hold a security deposit of \$350.00 plus any interest from January 1, 2013 to the date of this decision for this tenancy. There is no interest payable for this period of time. I will allow the landlord to retain the security deposit in partial satisfaction of the monetary award.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

The landlord withdrew their application for an Order of Possession.

I issue a monetary Order in favour of the landlords as follows:

Rental Arrears for January 2016	\$700.00
Rental Loss for February 2016	700.00
Less Security Deposit	-350.00
Recovery of Filing Fee for this application	100.00
Total Monetary Award	\$1150.00

The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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 07, 2016

Residential Tenancy Branch

