



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord provided documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 14, 2016 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on October 31, 2015 for a 5 month and 3 day fixed term tenancy beginning on October 28, 2015.

The landlord submitted that the tenant vacated the rental unit by February 29, 2016 after the landlord obtained an order of possession by Direct Request; a writ of possession through Supreme Court and hiring a bailiff.

The landlord submitted that the tenant had failed to pay any rent or monies for the months of January and February 2016. The landlord seeks a monetary order for these months.

In addition, the landlord seeks lost revenue for the month of March 2016 because of the fixed term tenancy agreement and the tenant's refusal to leave until February 2016 and was then only removed by hiring the bailiff. The landlord also submitted the condition of the rental unit after the tenant moved out also prevented him from being able to rent the unit to a new tenant without some major work.

Analysis

Based on the landlord's undisputed evidence and testimony I find the tenant failed to pay rent for the months of January and February 2016 despite having possession of the rental unit. I find the landlord is entitled to receive these amounts.

Furthermore, I accept the landlord's undisputed testimony that he could not re-rent the unit for the month of March 2016, in part because the tenant failed to vacate the unit; the condition of the unit; and the tenant's obligation under the fixed term tenancy agreement. As a result, I find the landlord has suffered a loss and is entitled to recover this loss in the amount equivalent to 1 months' rent.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,290.00** comprised of \$3,240.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$590.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,700.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 25, 2016

Residential Tenancy Branch

