

A matter regarding MACDONALD COMMERCIAL REAL ESTATE SERVICES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, loss of income and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the monetary claim.

The notice of hearing was served on the tenant on September 23, 2016, by registered mail to the rental unit. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The landlord testified that on September 30, 2016, he found the unit abandoned. Since the tenant has moved out, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, loss of income the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on January 01, 2013. At the end of the tenancy, the rent was \$942.00, due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$437.50.

The landlord testified that the tenant fell behind on rent and on September 06, 2016, the landlord served the tenant with a ten day notice to end tenancy for unpaid rent in the amount of \$1, 978.00. The tenant did not dispute the notice and paid \$942.00 towards rent owed.

The tenant continued to occupy the rental unit without paying the balance of rent in the amount of \$1,036.00. The tenant moved out on or about September 30, 2016.

The landlord testified that he advertised the availability of the rental unit but was unable to find a tenant for October 2016. The landlord is claiming a loss of income in the amount of \$942.00 in addition to the outstanding balance of rent for a total of 1,098.00.

Analysis

Based on the sworn testimony of the landlord and in the absence of contradictory evidence from the tenant, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to rent owed, in the amount of \$1,036.00.

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement. Based on the undisputed testimony of the landlord, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord any notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of October 2016. Accordingly, I find that the landlord is entitled to the loss of \$942.00,

Since the landlord has proven his claim, he is also entitled to the filing fee (\$100.00).

Overall the landlord has established a claim of \$2,078.00. I order that the landlord retain the deposit of \$437.50 in partial satisfaction of the claim. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,640.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$1,640.50**.

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: November 17, 2016

Residential Tenancy Branch