



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, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an order of possession for unpaid rent, a monetary order for unpaid rent and damage or loss under the Act and to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on July 15, 2016 the tenant was personally served with copies of the Application for Dispute Resolution and Notice of Hearing and evidence. Service occurred with the landlord present, in the late afternoon, at the rental unit.

These documents are deemed to have been served effective July 15, 2016, in accordance with section 89 and 90 of the Act.

The tenant did not appear at the hearing.

Preliminary Matters

A hearing was held on July 11, 2016 (see cover page for file number) in which the landlord was issued an order of possession, based on the tenants' application to cancel a Notice ending tenancy for unpaid rent. The tenant was offered an extended time in the rental unit if some rent was paid. The tenant did not pay any further rent. The landlord obtained possession of the rental unit on July 23, 2016.

The landlord does not require an order of possession.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and loss of rent revenue?

May the landlord retain the security deposit paid by the tenant?

Background and Evidence

The tenancy commenced in 2015; there is no written tenancy agreement. Rent was \$700.00 due on the first day of each month. The landlord is holding a security deposit in the sum of \$700.00.

The landlord claimed compensation in the sum of \$2,800.00 for rent due from May to August, 2016, inclusive. The landlord withdrew the claim for August 2016 rent.

The tenant did not pay any rent in May, June or July 2016, totaling \$2,100.00.

Analysis

Based on the evidence before me I find that the landlord obtained possession of the rental unit on July 23, 2015. The decision issued on July 11, 2016 indicated that the Notice ending tenancy had an effective date of June 26, 2016. Therefore, I find that the tenant over-held in the rental unit from June 27 to July 23, 2016, the date the tenant vacated.

In the absence of the tenant, who was served with notice of this hearing, I find, pursuant to section 67 of the Act, that the landlord is entitled to compensation in the sum of \$2,100.00.

I find that the tenant failed to pay rent from May 1, to June 26, 2016.

As the tenant over-held beyond the effective date of the Notice ending tenancy I find that the landlord is entitled to per diem rent from June 27 to July 23, 2016.

There was no reasonable expectation that the landlord could mitigate to avoid a loss of the balance of rent revenue for July 2016; therefore I find that the landlord is entitled to compensation for loss of rent revenue from July 24 to July 31, 2016.

As the landlords' claim has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain the \$350.00 security deposit in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary order for the balance of \$1,850.00. In the event that the tenant does not comply with this order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is entitled to monetary order for unpaid rent, per diem rent and loss of rent revenue.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: January 11, 2017

Residential Tenancy Branch