



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, MND, 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, cost of cleaning and repairs and for the recovery of the filing fee.

The notice of hearing was served on the tenant on August 19, 2017 in person. The landlord amended her application and served the amendment by registered mail on August 23, 2017. The landlord provided a tracking number and stated that online tracking indicated that the tenant had picked it up on August 27, 2017. 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 stated that the tenant moved out sometime in early September without informing her. Since the tenant has moved out, the landlord withdrew her application for an order of possession. The landlord also agreed to make application for the cost of repairs, cleaning and any loss of income suffered upon completion of repairs and upon receipt of the tenant's forwarding address in writing. Accordingly, this hearing only dealt with the landlord's monetary claim for unpaid rent and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

Background and Evidence

The tenancy started on July 07, 2017. A copy of the tenancy agreement was filed into evidence. The monthly rent was \$1,250.00 due in advance on the first of each month and included utilities. Rent for July 2017 was prorated and the tenant only paid a portion of the rent that was due and owed the landlord a balance of \$167.74.

The landlord testified that the tenant failed to pay rent on August 01, 2017. On August 07, 2017, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent. At the time of the hearing the tenant owed the landlord unpaid rent for July (\$167.74), and unpaid rent for August (\$1,250.00). The landlord is also claiming loss of income for the month of September.

Analysis

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of his claim. I find that the tenant owes rent for July and August 2017.

Since the landlord may be successful in finding a tenant for the remainder of September, I award her \$625.00 to cover her losses up to the middle of September. The landlord is at liberty to make application for any additional loss of income she may suffer due to a breach of the tenancy agreement, on the part of the tenant. The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$100.00.

The landlord has established a total claim of \$2,142.74. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 **\$2,142.74**.

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: September 13, 2017

Residential Tenancy Branch