



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, CNR, MNR, MNSD, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for unpaid rent. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for an order to cancel the notice to end tenancy.

The landlord served the tenant with a notice of hearing on September 09, 2017, in person in the presence of a witness. Despite having been served with a notice of hearing and having made application for dispute resolution, the tenant did not attend the hearing. Therefore the tenant's application is dismissed without leave to reapply and accordingly this hearing only dealt with the landlord's application.

The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord stated that the tenant had moved out on or about October 03, 2017. Since the tenancy has ended and the landlord has possession of the rental unit, the landlord's application for an order of possession is moot and accordingly dismissed.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2017 for a fixed term of one year. The end date of the fixed term was July 31, 2018. The monthly rent was \$2,200.00 payable on the first of the month. Prior to moving in the tenant paid a security deposit of \$1,100.00.

The tenant failed to pay full rent for September 2017. On September 03, 2017, the landlord served the tenant with a notice to end tenancy for \$1,400.00 in unpaid rent. The tenant disputed the notice in a timely manner but did not pay the balance of rent owed to the landlord and continued to occupy the rental unit.

The landlord testified that upon visiting the rental unit on October 03, 2017, he found the door unlocked and the unit vacant. The landlord started looking for a new tenant immediately by advertising the vacancy on a popular website. A new tenant was found for November 01, 2017.

The landlord stated that he suffered a loss of income for the month of October in the amount of \$2,200.00.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept his evidence in respect of the claim. The tenant received the notice to end tenancy on September 03, 2017 and did not pay overdue rent within five days of receiving the notice. The tenant applied to dispute the notice but did not attend the hearing.

In the absence of evidence to the contrary, I find that the landlord has established a claim of \$1,400.00 for unpaid rent for September 2017. I further find that the landlord made adequate efforts to mitigate his losses by advertising the availability of the rental unit on a housing website. However, despite his efforts he suffered a loss of income for the month of October 2017 in the amount of \$2,200.00. I find that the landlord is entitled to recover this loss.

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

Overall the landlord has established a claim as follows:

1.	Rent for September 2017	\$1,400.00
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2.	Loss of income for October 2017	\$2,200.00
3.	Filing fee	\$100.00
	Total	\$3,700.00

I order that the landlord retain the security deposit of \$1,100.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,600.00. 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 in the amount of **\$2,600.00**.

The tenant's application is dismissed in its entirety.

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 30, 2017

Residential Tenancy Branch