



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC MNSD FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:40 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on September 20, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail to a forwarding address provided by the tenant. The landlord provided a registered mail receipt and tracking number in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to a monetary award for loss?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The tenancy began on July 1, 2017 with a monthly rent of \$900.00 payable on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$450.00 at the start of the tenancy which the landlord continues to hold.

The landlord is claiming loss of rent for the month of September 2017. The landlord testified that the tenant provided notice to vacate the rental unit on August 20, 2017 with an effective date of September 30, 2017. The tenant later advised that she would need to vacate sooner and moved out on August 31, 2017. The landlord testified he attempted to re-rent the unit immediately but did not secure a new tenant until mid-September 2017 for a tenancy beginning on October 1, 2017. The landlord submitted copies of rental advertisements and responses from prospective tenants in support.

The landlord was also claiming costs associated photocopying and mailing the hearing package but withdrew this portion of the claim in the hearing.

### Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

I find that the landlord has established the existence of the loss of rent for the month of September 2017 as claimed and that it occurred due to the actions or neglect of the tenant. The tenant did not provide sufficient notice to end the tenancy as required under the Act and the tenancy agreement.

I accept the landlord's uncontested testimony and supporting evidence and find the landlord has suffered a loss as claimed in the amount of \$900.00.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1000.00.

The landlord continues to hold a security deposit in the amount of \$450.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the balance of \$550.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$550.00. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: April 12, 2018

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Residential Tenancy Branch