



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

The landlord applies to recover rent.

The respondent tenant did not attend the hearing within ten minutes after its scheduled start time at 1:30 p.m. on January 3, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord and this arbitrator were the only ones who had called into this teleconference during that period.

The landlord showed that the tenant had been served with the Notice of Dispute Resolution Hearing by registered mail sent to the address provided by the tenant in the move-out condition report prepared at the move-out inspection of the premises.

The landlord testifies that the tenant gave notice in late July 2018 that she would be ending her tenancy at the end of August. She did not pay the \$2600.00 August rent, claiming that since the landlord had shown the premises to prospective purchasers, she was entitled to keep it. She fully vacated the rental unit in September 2, 2018 and paid the landlord prorated rent for two days in September.

The landlord did not have prospective tenants arranged for September. He re-rented the rental unit for October.

I grant the landlord recovery of the August rent of \$2600.00. He also seeks the remainder of the September rent from this tenant but I must deny him that. He was entitled to seek new tenants for September 1 but he did not. Had he had tenants

waiting to move in, this tenant may not have lingered into September. His loss of September rental income was not the fault of this tenant.

I award the landlord recovery of the \$100.00 filing fee. I authorize him to keep the \$1300.00 security deposit and \$1300.00 pet damage deposit that he holds, in reduction of the award.

The landlord will have a monetary order for the remainder of \$100.00.

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: January 03, 2019

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Residential Tenancy Branch