



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** MNSD, MNDC

### **Introduction**

This is the Landlord's application for compensation for loss of a month's rent; and to apply the security deposit towards her monetary award.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she served the Tenant with the Notice of Hearing documents by registered mail, sent to the Tenant at the rental unit on August 24, 2010. The Landlord testified that the documents were returned to her "refused" by the Tenant. The Landlord provided the original registered mail envelope and documents in evidence.

I accept the Landlord affirmed testimony and documentary evidence that she mailed the Notice of Hearing Package to the Tenant, via registered mail, on August 24, 2010. Section 90 of the Act deems service of documents in this manner to be effected 5 days after mailing the documents, whether or not the recipient chooses to accept delivery of the documents. In spite of being served with the documents, the Tenant did not appear at today's Hearing and the Hearing proceeded in her absence.

### **Issue(s) to be Decided**

- (1) Is the Landlord entitled to a monetary order for loss of rent for the month of September, 2010?

### **Background and Evidence**

The Landlord sublet the rental unit to the tenant for a fixed term beginning April 1, 2010 and ending September 30, 2010. A copy of the tenancy agreement date March 26, 2010, was entered in evidence. Rent was \$482.50 for the months of April and May, 2010. The Landlord passed on a rent increase in the amount of \$10.00 per month to the Tenant, making rent \$492.00 per month for the remaining months of the term. The Tenant paid a security deposit in the amount of \$250.00 and a key deposit in the amount of \$37.50 at the beginning of the tenancy.

The Tenant moved out of the rental unit before the end of the term, at the end of August, 2010. The Tenant returned the key to the Landlord.



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## Analysis

Section 42 of the Act provides that rent may not be increased for at least 12 months after the date the Tenant's rent was first established. Therefore, I find that the Tenant overpaid rent for the months of June, July and August in the total amount of \$30.00 (\$10.00 per month).

The Tenant signed a term tenancy agreement and based on the undisputed testimony of the Landlord, and the absence of any evidence to the contrary from the Tenant, the Landlord has established her claim, as follows:

Loss of rent for August, 2010	\$482.50
Less \$30.00 the Tenant overpaid	<u>-\$30.00</u>
TOTAL:	\$452.50

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in partial satisfaction of her monetary award. No interest has accrued on the security deposit.

I hereby provide the Landlord with a monetary order against the Tenant, calculated as follows:

Monetary award	\$452.50
Less security deposit	<u>&lt;\$250.00&gt;</u>
TOTAL amount due to Landlord after set off	\$202.50
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## Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$202.50** against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) 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: January 04, 2011.

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