



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the female tenant in person on January 19th, 2012. The tenants did not participate and the hearing proceeded in their absence.

At the outset, the landlord stated that the tenants moved out of the rental unit on or about January 22nd, 2012. Therefore the landlord withdrew her application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a bedroom suite in a multi-unit complex. Pursuant to a written agreement, the fixed term tenancy started on October 1st, 2011 and was to end September 30th, 2012. The rent was \$675.00 per month and the tenants paid a security deposit of \$337.50.

The landlord testified that although the tenants moved out, they did not pay rent for January 2012. In her documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy served on the tenants on January 3rd, 2012, for unpaid rent for that month.

The landlord seeks to recover \$675.00 for the loss of rental income, and the \$25.00 late for January 2012 for a claim totalling \$700.00.

Analysis

I accept the landlord's undisputed testimony that she served the tenants with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenants knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the landlord's testimony and documentary evidence, I accept that the tenants violated Section 26 of the Act by not paying rent in January 2012. Accordingly I find that the landlord is entitled to recover the loss of rental income for that month as claimed.

Conclusion

The landlord established a claim of \$700.00. I authorize the landlord to retain the tenants' \$337.50 security deposit for a balance owing of \$362.50. Since the landlord

was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$412.50.

This Order may be registered in the Small Claims 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: January 31, 2012.

Residential Tenancy Branch