



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. At the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Agent for the Landlord stated that on May 28, 2012 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the male Tenant at the rental unit, via registered mail. A Canada Post receipt was submitted that corroborates this testimony. In the absence of evidence to the contrary, I accept that these documents were served to the male Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, however he did not appear at the hearing.

The Agent for the Landlord stated that on May 28, 2012 copies of the Application for Dispute Resolution and Notice of Hearing were also sent to the female Tenant at the rental unit, via registered mail. A Canada Post receipt was submitted that corroborates this testimony. In the absence of evidence to the contrary, I accept that these documents were served to the female Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, however she did not appear at the hearing.

Preliminary Matter

At the hearing the Landlord stated that \$1,350.00 of his monetary claim was for unpaid rent and \$1,350.00 was for lost revenue from the month of June. The Landlord was advised that his application for compensation for lost revenue was being refused, pursuant to section 59(5)(a) of the *Act*, because his Application for Dispute Resolution did not provide sufficient particulars of his claim for compensation for damages, as is required by section 59(2)(b) of the *Act*.

In reaching this conclusion, I was strongly influenced by the fact that the Landlord did not specify that he was claiming compensation for loss of revenue for the month of June in his Application for Dispute Resolution. I specifically note that the Landlord is directed

to provide a “detailed calculation” of the monetary claim being made in the “Details of Dispute” section for the Application for Dispute Resolution. I find that proceeding with the Landlord’s claim for loss of revenue at this hearing would be prejudicial to the Tenant, as the absence of particulars makes it difficult, if not impossible, for the Tenant to adequately prepare a response to the claim. The Landlord retains the right to file another Application for Dispute Resolution in which he claims compensation for loss of revenue.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Landlord stated that this tenancy began on June 30, 2011; that the Tenants were required to pay monthly rent of \$1,350.00 by the first day of each month; that the Tenant paid a security deposit of \$675.00 and a pet damage deposit of \$150.00 on June 30, 2011; that the Tenant did not pay any rent for May of 2012; that he posted a Ten Day Notice to End tenancy on the door of the rental unit on May 16, 2012, which had a declared effective date of May 26, 2012; and that the Tenant vacated the rental unit on, or about, May 23, 2012.

Analysis

Based on the testimony of the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,350.00 by the first day of each month.

Section 26(1) of the *Act* requires tenants to pay rent to their landlord when it is due. Based on the testimony of the Landlord and in the absence of evidence to the contrary, I find that the Tenants have not paid the rent that was due on May 01, 2012. As they are required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,350.00 in outstanding rent to the Landlord.

I find that the Landlord’s application has merit and that the Landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,400.00, which is comprised of \$1,350.00 in unpaid rent and \$50.00 in compensation for the filing

fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the Act, I authorize the Landlord to retain the Tenant's security deposit of \$675.00 and pet damage deposit of \$150.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$575.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: June 18, 2012.

Residential Tenancy Branch