



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OP MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord has also requested recovery of the filing fee from the tenant. Although served with the Application for Dispute Resolution and Notice of Hearing in person on August 9, 2012 the tenant did not appear.

The landlord had originally requested an order of possession but the tenant has since vacated the rental unit.

### Issues

Is the landlord entitled to the requested orders?

### Background and Evidence

On August 2, 2012 the tenant was served with a Notice to End Tenancy for non-payment of rent. The tenant did not pay all of the outstanding rent and did not file an application to dispute the Notice.

The tenant then vacated the rental unit still owing \$800.00 rent for August. The landlord advertised the rental unit immediately but was only able to find a new tenant effective September 15, 2012. The landlord therefore claims that the tenant is liable for rent for the first half of September. The monthly rent was \$1,850.00.

With respect the landlord's claim for unpaid rent for August and loss of income for September, I refer to Residential Tenancy Policy Guideline No. 3 which says as follows:

In a month-to-month tenancy, if the tenancy is ended by the landlord for non-payment of rent, the landlord may recover any loss of rent suffered for the next month as a notice given by the tenant during the month would not end the tenancy until the end of the subsequent month.

Based on the foregoing the landlord is entitled to a monetary order for the unpaid rent for August and loss of income for September.

### Analysis

Based on the landlord's testimony, I am satisfied that the tenant is liable for the balance of the rent owing for August in the amount of \$800.00. As for the landlord's claim for loss of income for September, I refer to Residential Tenancy Policy Guideline No. 3 which says as follows:

In a month-to-month tenancy, if the tenancy is ended by the landlord for non-payment of rent, the landlord may recover any loss of rent suffered for the next month as a notice given by the tenant during the month would not end the tenancy until the end of the subsequent month.

Based on the foregoing I am satisfied that the tenant is liable for the landlord's lost income for the first half of September.

### Conclusion

I find that the landlord has established a monetary claim of \$1,725.00 for unpaid rent and lost income.

I find that the landlord is entitled to recover the filing fee in the amount of \$50.00 from the tenant.

I therefore order that the landlord retain the deposit in the amount of \$925.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$850.00.

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*.