



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement, and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that he served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on March 11, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The tenancy agreement signed by the parties indicates the tenancy started March 1, 2009 and the tenant was initially obligated to pay \$850.00 rent monthly in advance on the first day of the month. The landlord gave evidence that the rent had been increased to \$900.00 effective November 1, 2012. The tenant also paid a security deposit of \$425.00.

The landlord gave evidence that he served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") on February 7, 2014 by posting the Notice on the tenant's door. Section 90 provides that a notice served in this manner is deemed to be received by the tenant three days later.

The Notice states the tenant failed to pay \$300.00 rent that was due February 1, 2014. The landlord gave evidence that the tenant made no further payments after the Notice was served, and vacated the rental unit on March 25, 2014. Since the tenant vacated the rental unit, the landlord withdraws his application for an order of possession.

The landlord's evidence is that he started advertising the unit for rent immediately after the tenant moved out. He was not able to find a suitable new tenant until April 15, 2014.

The landlord claims \$300.00 unpaid rent for February, \$900.00 unpaid rent for March, and a \$450.00 rental loss for the first half of April.

Analysis

I find the tenant received the Notice on February 10, 2014. I accept the landlord's evidence that the tenant made no further payments and vacated the rental unit on March 25, 2014.

The landlord is entitled to recover unpaid rent for February and March 2014 of \$1,200.00. I find the landlord is also entitled to be compensated for a rental loss of \$450.00 for the first half of April 2014 because he was not able to find a new tenant until then. The landlord is also entitled to recover his RTB filing fee of \$50.00.

The total amount due the landlord is \$1,700.00. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,275.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$1,275.00. The landlord is also entitled to retain the security deposit.

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: May 08, 2014

