



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy agreement provided that the tenancy was to start on June 1, 2014 however the Tenant was allowed to move into the unit early. The tenancy agreement was on a fixed term to May 30, 2015 and provided that the Tenant would pay monthly rent of \$750.00 on the first day of each month. At the outset of the tenancy the Landlord collected \$375.00 as a security deposit. On May 30, 2014 the Tenant informed the Landlord that he was moving out the next day and did so. The Parties mutually

conducted a move-out inspection and report. The Tenant did not pay the rent for June 2014 and the Landlord claims this amount.

The Landlord stated that they were also seeking lost rental income for July 2014. The Landlord advertised the unit immediately on various online sites including the Landlord's website for immediate occupancy and at the same rental rate. The Landlord received only one application for a tenancy and near the end of June 2014 signed a tenancy agreement with that applicant for August 1, 2014. No other persons were interested in the unit and it may be that the market was slow at the time however the Landlord expected a one year term before having to obtain another tenant. It is noted that the Landlord's application sets out the total monetary amount being sought is \$750.00 and no amendment to this application was made to increase this amount.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Given the tenancy agreement terms on the payment of rent and based on the Landlord's undisputed evidence, I find that the Tenant failed to pay rent as required for June 2014. As such I find that the Landlord has substantiated an entitlement to \$750.00 in unpaid rent.

Rent is no longer payable after a tenancy ends however a landlord may claim lost rental income if the actions of the tenant cause such a loss. While the Landlord at the hearing pursued a claim for lost rental income for the month of July 2014, given that the Landlord only applied for unpaid rent in the total amount of \$750.00 and did not amend its application to include a claim for lost rental income or to raise the monetary total being claimed, I find that I may not consider the claim now being made for lost rental income and I dismiss this claim.

As the Landlord has otherwise been successful I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$800.00**. Deducting the

security deposit of \$375.00 plus zero interest leaves **\$425.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$375.00 in partial satisfaction of the claim and grant the Landlord a monetary order under Section 67 of the Act for the remaining amount of **\$425.00**. If necessary, this order may be filed 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: October 09, 2014

Residential Tenancy Branch

