



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNR OPR FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, loss of income, late charges and bank charges.

Preliminary Matter

During the hearing, the landlord said that the tenants had already moved out of the rental unit. Therefore, he was withdrawing his application for an order of possession.

Issue to be Decided

Whether the landlord is entitled to a monetary order for unpaid rent, loss of income, late payment charge and bank charges?

Background and Evidence

The tenancy began on January 15, 2005. Rent in the amount of \$690.00 is payable in advance on the first day of each month. The tenants failed to pay rent in the month of November, 2008. On November 13, the landlord served the tenants with a notice to end tenancy for cause. In the beginning of December, the tenants moved out of the rental unit.

The landlord is claiming for \$690.00 as outstanding rent for November, \$690.00 as loss of income for December, \$25.00 late payment charges for November and \$25.00 for bank charges related to a returned check for the November rent.

Analysis

The tenants admitted that they had stopped payment on the November rent check. I am therefore allowing the landlord's claim for \$690.00 as outstanding rent for November.

The tenants said that the landlord had put a charge through their bank for the amount of \$690.00 as the December rent. The tenants offered to provide proof in the form of a bank statement to both me and the landlord. The landlord said that he had not yet been informed by his company regarding the tenants' payment for the December rent. I find, on the balance of probabilities, that the tenants had paid the December rent of \$690.00.

The tenants said that on December 1, the landlord was aware that they were in the process of moving out. The tenants maintained that they should not be responsible for the December rent. The landlord said that the tenants did not move out of the rental unit until December 2. Both the tenants and the landlord said that they met each other at the rental unit on December 1 and at the time, the tenants were still in the process of moving out. I find that there is a reasonable possibility that the landlord should be able to re-rent the rental unit for December 15. I am therefore allowing a claim for loss of income for only ½ month's rent of \$345.00.

The landlord is claiming for late payment charges of \$25.00 and bank charges of \$25.00, both relating to the November rent. He referred me to clause 6 of the tenancy agreement which stipulates the applicability of such charges. I am therefore allowing the landlord's claim for \$25.00 late payment charges and \$25.00 bank charges.

Based on all of the above, I find that the landlord has established a claim for \$395.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$445.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 03, 2008