



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, CNR, CNC, MT, MNR, MNDC, OLC, FF

### Introduction

This matter dealt with an application by the Landlord for a monetary order for unpaid rent and for loss of rental income, as well as to recover the filing fee for this proceeding. The Landlord said that the Tenant moved out of the rental unit and as a result, he abandoned his application for an Order of Possession. The Tenant applied for more time to cancel a Notice to End Tenancy and to cancel a Notice to End Tenancy for Unpaid Rent and a Notice to End Tenancy for Cause. The Tenant also applied for a monetary order for compensation for damage or loss under the Act or tenancy agreement and an Order that the Landlord comply with the Act.

The Landlord said he served the Tenant with the Application and Notice of Hearing in person on May 15, 2009. I find that the Tenant was served as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Are there arrears of rent and if so how much?
2. Is the Landlord entitled to a loss of rental income?

### Background and Evidence

This month to month tenancy started on October 1, 2008 and ended on or about June 5, 2009 when the Tenant moved out. Rent was \$1,500.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Landlord said the Tenant did not pay a security deposit. The Landlord also said that the Tenant did not pay May 2009 rent when it was due and as a result, he served her in person on May 2, 2009 with a 10 Day Notice to End Tenancy for Unpaid Rent dated May 2, 2009. The Landlord claims that the Tenant did not pay rent arrears for May, 2009 and did not pay rent for June, 2009.

### Analysis

In the absence of any evidence from the Tenant, I find that there is no evidence to support her application and it is dismissed. I find on a balance of probabilities that there are rent arrears for May 2009 in the amount of \$1,500.00.



# Dispute Resolution Services

Page: 2

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RTB Policy Guideline #3 – Claims for Rent and Damages for Loss of Rent states that a Landlord may elect to end a tenancy and sue the tenant for loss of rent. The damages to which a Landlord is entitled is an amount sufficient to compensate the Landlord for any loss of rent up to the earliest time the Tenant could have legally ended the tenancy. Under section 45 of the Act, a Tenant of a month-to-month tenancy must give one clear months notice. As the effective date of the 10 Day Notice was May 12, 2009, I find that the earliest the Tenant could have ended the tenancy would have been June 30, 2009. Consequently, I find that the Landlord is entitled to recover a loss of rental income for the period June 1-17, 2009 in the amount of \$822.58. As the Landlord has been successful in this matter, I also find that he is also entitled to recover the \$50.00 filing fee for this proceeding.

## Conclusion

The Tenant's application is dismissed. A monetary order in the amount of **\$2,372.58** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount of the Order is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 17, 2009.

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Dispute Resolution Officer