



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, MNR, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent; monetary Order for a monetary Order for money owed or compensation for damage or loss; and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each Tenant via registered mail at the service address noted on the Application, on July 10, 2009. Tracking numbers for each package were submitted in evidence. The Canada Post website shows that both packages were returned to the sender on August 07, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenants did not appear at the hearing.

At the hearing the Landlord withdrew his application for compensation for loss of revenue for the months following July of 2009. The Landlord declared that he was unable to advertise for new tenants for the rental unit for August of 2009 because the rental unit was damaged during the tenancy and was in significant need of repairs. As the Landlord was not prepared, at the time of this hearing, to establish the condition of the rental unit at the end of the tenancy, he elected to withdraw this portion of his Application for Dispute Resolution and he will include this claim for loss of revenue when he files an Application for Dispute Resolution claiming compensation for damages to the rental unit.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent and loss of revenue from July of 2009 and to recover the filing fee for this Application for Dispute Resolution from the Tenant, pursuant to sections 67 and 72 of the *Act*.

Background and Evidence

The Landlord submitted a copy of a tenancy agreement that indicates the parties entered into a fixed term tenancy that was scheduled to begin on January 17, 2008 and end on January 31, 2010 and that the Tenant was required to pay monthly rent of \$1,200.00 on the first day of each month.

The Landlord submitted a letter from the Tenants, dated June 15, 2009, in which the Tenants advise the Landlord of their intent to vacate the rental unit on July 15, 2009.

The Landlord stated that the Tenants did not pay any rent for July of 2009.

Analysis

I find that the Landlord and the Tenants entered into a fixed term tenancy agreement that was to continue until January 31, 2010, which required the Tenants to pay monthly rent of \$1,200.00 on the first day of each month.

I find that the Tenants did not comply with section 45(2)(b) of the *Act* when they ended this fixed term tenancy on a date that was earlier than the end date specified in the tenancy agreement. I also find that the Tenants did not comply with section 45(2)(c) of the *Act* when they ended this fixed term tenancy on a date that was not on the day before the day in the month that rent is payable.

I find that the Tenants did not pay rent for period between July 01, 2009 and July 15, 2009, during which time they had possession of the rental unit. As Tenants are required to pay rent, pursuant to section 26(1) of the *Act*, I find that they owe the Landlord \$600.00 for rent for this period.

I find that the Tenants are also liable for paying rent for the period between July 16, 2009 and July 31, 2009 because they did not end this fixed term tenancy on a date that was permitted by the *Act*. I find these actions prevented the Landlord from finding new tenants for July 15, 2009, as the Landlord did not have a reasonable assurance that the Tenants would vacate the rental unit on July 15, 2009, given that their notice to end the tenancy was not in compliance with the *Act*. I therefore find that the Tenants owed the Landlord \$600.00 for the revenue he lost during the latter portion of July.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.



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Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,250.00, which is comprised of \$1,200.00 for unpaid rent and loss of revenue from July of 2009 and \$50.00 for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of \$1,250.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: August 18, 2009.

Dispute Resolution Officer