

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, seeking to end the tenancy for unpaid rent, to receive a monetary order for unpaid rent and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I note the Tenant has vacated the rental unit and therefore the Landlords' request for an order ending the tenancy is no longer required.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Are the Landlords entitled to the monetary order sought?

### Background and Evidence

This tenancy began under an oral agreement in July of 2009. The parties agreed that the Tenant was to pay the Landlords the sum of \$500.00 a month for rent.

The rental unit is in a large residential property which has several units rented to different third parties.

In November of 2009, the Tenant approached the Landlords wanting to sublet her rental unit, as she was house-sitting for December of 2009. The Landlords agreed the Tenant could sublet the rental unit, however, they informed her she would continue to be responsible for the rent.

The Tenant advertised the rental unit as a sublet on an Internet site. In late November of 2009, the Tenant advised the Landlords that another renter, a third party, in the property wanted to sublet the subject rental unit. After talking with the third party the Landlords agreed to this.

The third party renter moved into the subject rental unit. This created a domino effect, as the Landlords were now faced with renting out another unit in the property.

Difficulties occurred with the rental unit of the third party and this unit had to be rented to another third party at a reduced cost. The Landlords did not get paid all the rent due for December of 2009.

On January 1, 2010, the Tenant sent the Landlords an email informing them she was ending the tenancy effective the day before, December 31, 2009.

In their claim against the Tenant, the Landlords request \$500.00 in rent for December of 2009, and \$500.00 in rent for January of 2010.

During the course of the hearing the Landlords alleged they were still owed \$400.00 for December rent and later testified they were out \$300.00 for December rent.

The Tenant claims the Landlords were paid the rent for December 2009, by the third party she sublet to.

### Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities I find that the Tenant has breached the Act by failing to give the required Notice to End Tenancy to the Landlords.

The Tenant was required to give the Landlords a Notice to End the tenancy in accordance with section 45 of the Act. If the Tenant wanted the tenancy to end on December 31, 2009, the latest date she could have given her Notice was November 30, 2009. Therefore, she must pay the Landlords for one month of lost rent due to the invalid Notice given.

In regard to rent for December, I find that the Landlords had insufficient evidence to prove the actual amount of rent they were owed. While it is clear that under a sublet the Tenant is responsible to the Landlords to pay rent for the rental unit, in this particular case the amount of rent unpaid for December was not clear. The Landlords initially claimed \$500.00 for December rent, however, this varied twice during the hearing. Therefore, I dismiss the Landlords' claim for December 2009 rent.

I find that the Landlords have established a total monetary claim of **\$550.00** comprised of \$500.00 for one month of rent and the \$50.00 fee paid for this Application. I grant and issue them an order in these terms.

This order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) 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: March 03, 2010.

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Dispute Resolution Officer