



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, OPB, CNR, MNR, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and one of the tenants. The tenant who made application to cancel the notice did not attend.

At the outset of the hearing the parties confirmed that the tenants had vacated the rental unit by mid August 2010 and as such the landlord no longer requires an order of possession. As a result the landlord's application is amended to exclude his request for an order of possession.

In addition, as the tenants have vacated the property it is clear that they have accepted the end of the tenancy and no longer require an order to cancel the notice to end tenancy, as a result I dismiss the tenant's application in its entirety.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on May 1, 2010 for a month to month tenancy beginning on May 1, 2010 for a monthly rent of \$700.00 due on the 1st of the month and a security deposit was paid on April 22, 2010 in the amount of \$350.00.

The tenant testified that he had been working out of town and had been paying his roommate the rent monies and expected that the roommate was paying the landlord. Once he found out that the roommate was not paying the landlord he had his mother provide the landlord with his rental payments.

The landlord confirmed that this was the case and that he believed this tenant had been paying the rent to the roommate. The tenant further testified that the roommate had stolen some of his personal property and left him with other debts such as cable and other utilities.

The landlord confirmed that as of July 1, 2010 the tenants had paid \$130.00 and owed \$570.00 in addition the tenants did not pay rent for August so the outstanding rent was increased to \$1,270.00. The landlord further stated that he did receive \$180.00 from the roommate and \$350.00 from the tenant's mother reducing the outstanding rent to \$740.00.

The landlord is sought compensation for lost income for September 2010 in the amount of \$700.00. As well, the landlord sought compensation for lost wages in dealing with this tenancy in the amount of \$168.00.

Analysis

Based on the testimony of both parties, I find the tenants are responsible for payment of the rent in full for the months of July and August 2010 less the amounts already paid.

However the tenancy ended as a result of the landlord's notice to end the tenancy and while the tenants did not vacate within 10 days as required by the Notice they did leave prior to the start of the September 2010 rental period, as such the tenants are not responsible for rent for September 2010 and I dismiss this portion of the landlord's claim.

In addition, I dismiss the landlord's claim to lost wages from his job. Time taken by the landlord to deal with issues that arise with a tenancy are cost of doing business and based on choices made by the landlord. As a result, I find the tenants are not responsible for the landlord's choices.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$790.00** comprised of \$740.00 rent owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants 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: September 03, 2010.

Dispute Resolution Officer