



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent and to recover the filing fee for the Application.

The Landlord had a process server personally serve one of the Tenants with the Application for Dispute Resolution and Notice of Hearing on June 3, 2010. The other Tenant was served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on June 3, 2010, and deemed under the Act to be received five days later. Despite this neither of the Tenants appeared at the hearing. I find both Tenants have been served in accordance with the Act.

The Landlord and her Agent appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

### Background and Evidence

The affirmed testimony and the evidence provided by the Landlord and her Agent, was that the Tenants had failed to pay all of their rent for April of 2010. The Tenants asked the Landlord to pay half of the rent, with the remaining half to be paid later. The Tenants did not pay the remainder of rent for April 2010.

In early May of 2010, the Tenants contacted the Landlord and informed her they would only be able to pay half the rent for May 2010, and that they would be leaving the rental unit on May 15, 2010. The Tenants informed the Landlord she could keep the security deposit for half of May as they were leaving in the middle of the month.

The Tenants vacated the property on or about May 16, 2010; however, the Landlord was unable to re-rent the unit until July 1, 2010.

The Landlord returned the security deposit to the Tenants as she did not have the written permission of the Tenants to retain the security deposit.

The Landlord claims \$2,375.00 against the Tenants, comprised of rents in the amount of \$475.00 due for April, and \$1,900.00 for the months of May and June in 2010.

### Analysis

Based on the above, the testimony and evidence, and a balance of probabilities, I find that the Tenants have breached the Act and the tenancy agreement by failing to pay rent when it was due, and by failing to give the Landlord the Notice to End Tenancy required under the Act.

Under the Act and tenancy agreement the Tenants were required to pay \$950.00 in rent per month. They only paid half the rent due for April and no rent was paid for May.

Under section 45 of the Act, the Tenants were required to give the Landlord one month of Notice they were ending the tenancy. I find the Tenants failed to give the required Notice and the Landlord has therefore lost rent for the month of June 2010.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$2,425.00** comprised of rents in the amount of \$475.00 due for April, and \$1,900.00 for the months of May and June, and the \$50.00 fee paid for this application, and I grant the Landlord an order on those terms.

This order 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: October 18, 2010.

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Dispute Resolution Officer