



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### Dispute Codes:

MNR, MNDC, 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 and damage or loss under the Act.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

### Preliminary Matters

The tenant present at this hearing confirmed that he received a hearing package from the landlord which contained a separate package of documents for each tenant. The tenant then gave the second respondent, D.O. a copy of the Notice of hearing and other documents served by the landlord.

During the hearing I found, pursuant to section 71(2) of the Act, that tenant D.O. had been sufficiently served with Notice of this hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent and loss of rent revenue?

### Background and Evidence

The parties agreed to the following facts:

- The fixed term tenancy commenced on November 1, 2010;
- The tenancy was to end on April 30, 2010;
- Rent was \$1,600.00 per month due on the first day of each month;
- On March 13, 2010, the tenants were given a 10 Day Notice ending tenancy for unpaid rent;
- The property was sold effective March 22, 2010; and
- The tenants vacated the rental unit on April 6, 2010.

The tenant confirmed March, 2010, rent was not paid.

The tenant stated that the new owners allowed the tenants to remain in the unit until April 6, 2010 and that the new owners were going to move into the rental unit.

The agent was not aware of any agreement made between the tenants and the new property owners who had assumed responsibility for the tenancy agreement.

The agent is acting for the previous landlord only and is not aware of any compensation that may or may not have been paid to the purchaser, who assumed responsibility for the tenancy effective March 22, 2010.

The landlord is claiming loss of March rent and loss of April rent revenue.

The landlord did not claim against the deposit paid; the tenant agrees that \$400.00 was paid at the start of the tenancy. The tenant testified that during the second month of the tenancy the final \$400.00 of the deposit was paid; the landlord did not have any evidence of this payment before him. The landlord has not claimed against the deposit.

### Analysis

I find, based upon the testimony and evidence before me that the Applicant is entitled to compensation for unpaid rent from March 1 to March 22, 2010, the date the property was sold, inclusive in the sum of \$1,157.20 (\$1,600.00 X 12/365.) I have issued the landlord a monetary claim in that amount.

In relation to any loss suffered after the unit was sold; I have dismissed the claim for loss of rent revenue as there is no evidence before me that the new landlord who purchased the property effective March 22, 2010, is being represented at this hearing. Further, there is no evidence before me that the Applicant experienced a loss in relation to rent owed after the Applicant had sold the property.

I find, pursuant to section 62(3) of the Act, that any matters in relation to this tenancy that may be in dispute beyond March 22, 2010, are between the owner of the property and the tenants; not the previous property owner and that the current property owners have leave to apply making a claim for loss.

I have no evidence before me of the status of the deposit paid; whether the deposit was transferred to the new owners or continued to be held by the previous owner. The amount of the deposit paid is also in dispute; therefore, I will not apply section 72 of the Act.

Further, section 93 of the Act provides:

***Obligations pass with transfer or assignment of land***

**93** *The obligations of a landlord under this Act with respect to a security deposit or a pet damage deposit run with the land or reversion.*

In other words, the new owners assumed responsibility for the deposit, effective March 22, 2010.

I find that the tenancy ended the date the tenants vacated the rental unit, April 6, 2010.

**Conclusion**

I find that the landlord established a monetary claim, in the amount of \$1,157.20, which is comprised of unpaid rent to March 22, 2010, inclusive.

Based on these determinations I grant the landlord a monetary Order for \$1,157.20. In the event that the tenants do not comply with this Order, it may be served on the tenants, 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: March 11, 2011.

---

Residential Tenancy Branch