



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPB MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The landlord and one of the two tenants participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that she vacated the rental unit on April 15, 2012, and the other tenant, BG, had vacated on February 1, 2012. It was therefore not necessary for me to address the portions of the landlord's application regarding an order of possession.

The tenant did not raise any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2011. Rent in the amount of \$1200 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$600. The tenancy ended on April 15, 2012.

Landlord's Evidence

The landlord first stated that the tenants paid \$100 toward December 2011 rent, and they paid no rent after that. Later in the hearing, the landlord stated that in November 2011 the tenants only paid \$500 of their rent. In December 2011 the tenants made two payments, one of \$400 and one of \$300. The landlord did not receive any further

payments toward rent. The landlord has claimed \$5900 for unpaid rent from December 2011 through April 2012.

The landlord stated that his brother is not his agent, and the landlord was not aware of any conversation the tenant had with the landlord's brother.

The landlord did not provide any documentary evidence to support his monetary claim.

Tenant's Response

The November 2011 rent was paid in full. The tenants gave the landlord \$700 for December 2011. The tenant acknowledged that they owe for January through March 2012. The tenant believed that they only owe for half of April, because they moved out on April 15, 2012. The tenant spoke to the landlord's brother on the day the landlord served the notice to end tenancy for unpaid rent, and said she would be moved out by April 15th. The landlord said that was okay.

Analysis

I find that the landlord is entitled to \$500 for December 2011 rent and \$4800 for unpaid rent and lost revenue for January through April 2012.

The landlord did not provide sufficient evidence to establish that the tenants owed \$1100 for December 2011. The tenant acknowledged that they owed \$500 for December rent and \$3600 for January through March 2012. I find that the landlord is entitled to \$1200 for the full month of April 2012, on the basis that the tenant did not provide sufficient evidence that she informed the landlord she would be out of the rental unit by April 15, 2012. The landlord therefore had no opportunity to begin to take steps to re-rent the unit as soon as possible, and the tenants are responsible for the lost revenue for the second half of April 2012.

As the landlord's application was mostly successful, I find that he is also entitled to recovery of the \$100 filing fee for the cost of his application.

Conclusion

The landlord is entitled to \$5400. I order that the landlord retain the security deposit of \$600 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4800. This order may be filed in the 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: May 11, 2012.

Residential Tenancy Branch