



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: CNR FF
For the landlord: OPR MNR FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the "Act").

The tenants applied to cancel a Notice to End Tenancy for Unpaid Rent; and to recover the filing fee.

The landlord applied for an order of possession for unpaid rent or utilities; a monetary order for unpaid rent; and to recover the filing fee.

These matters were set for hearing by telephone conference call at 9:30 a.m. on June 8, 2012. The tenants did not attend the hearing and, therefore, I dismiss the tenants' claim without leave to reapply. As a result of the above, the hearing proceeded with the landlord's application.

The hearing process was explained to the landlord and an opportunity was given to ask questions about the hearing process. Thereafter the landlord gave affirmed testimony, was provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

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.

Preliminary and Procedural Matters

The landlord testified that the tenants have already vacated the rental unit. The landlord indicated that he no longer required an order of possession due to the rental unit having been vacated since his Application for Dispute Resolution. Given the above, the landlord chose to withdraw the order of possession portion of his application.

The landlord testified that in addition to the rent owed for May 2012, the tenants have subsequently not paid the rent for June 2012. The tenants did not give the landlord any

notice they were vacating the rental unit. As a result, the landlord requested to amend the application to include the loss of rent for June 2012. As this request to amend the application does not prejudice the respondent tenants as the tenants would be aware that rent is due pursuant to the tenancy agreement, and no notice was given by the tenants, I amend the application to \$1,900.00 which consists of \$950.00 rent for each of months of May and June 2012.

Background and Evidence

The landlord affirmed that he entered into a written month to month tenancy agreement with the tenants which began on September 16, 2009. Rent was initially \$1,200.00 but later reduced in June 2011 by the landlord to \$950.00 per month, which is due on the first day of each month. The landlord testified that the \$600.00 security deposit was returned to the tenants prior to the tenants vacating the rental unit due to what the landlord describes as “pressure” by the tenants. The landlord indicated that he did not want to upset the tenants.

The landlord testified that service of the 10 Day Notice was provided in person to the tenant on May 10, 2012 with an effective date of May 25, 2012. The landlord provided a proof of service document as documentary evidence. The proof of service document was witnessed and signed by the landlord’s father.

The landlord testified that the tenants vacated the rental unit without notice and he has not been able to rent the rental unit for June 2012. The landlord submits that he has suffered a loss of June 2012 rent as a result.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Claim for unpaid rent - The landlord claims for unpaid rent of \$1,900.00 as described above. Pursuant to section 26 of the *Act* the tenants must pay rent when it is due in accordance with the tenancy agreement.

Based on the above, I find that the tenants have failed to comply with a standard term of the tenancy agreement which stipulates that rent is due monthly on the first of each month. I find the landlord has met the burden of proof and I award a monetary claim of **\$950.00** for rent owed for May 2012.

Loss of rent – As noted above the tenants did not notify the landlord they were vacating the rental unit, therefore, the landlord is seeking loss of rent for June 2012. I find that the landlord has succeeded in proving his loss and I grant his claim for **\$950.00** for loss of June 2012 rent.

The landlord has succeeded with his application; therefore I award recovery of the **\$50.00** filing fee. The total monetary amount of **\$1,950.00** consists of \$950.00 for the unpaid May 2012 rent, \$950.00 for loss of June 2012 rent; and recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has proven his claim and is therefore entitled to a monetary order of **\$1,950.00** as described above. This order may be filed in the Provincial Court (Small claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 13, 2012

Residential Tenancy Branch