



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of a conference call in response to an application made by the landlord for an Order of Possession for unpaid rent or utilities. The application also included a request for a monetary order: for unpaid rent or utilities; to keep all or part of a security deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

As the tenants had left the rental unit, the landlord withdrew the portion of the application requesting an Order of Possession for unpaid rent or utilities. The landlord did not receive a security deposit from the tenant and did not make the request for it at the time the tenancy was entered into. Therefore, the landlord withdrew the portion of the application to keep all or part of the security deposit.

The landlord made an application for dispute resolution on May 23, 2013 and served each tenant by hand on May 27, 2013 with a copy of the application and Notice of Hearing. This was confirmed by witness testimony during the hearing. Based on this, I find the tenants were served in accordance with the *Residential Tenancy Act*.

There was no appearance for the tenants. All testimony and documentary evidence submitted prior to the hearing was carefully considered in this Decision.

Issue(s) to be Decided

- Is the landlord entitled to a monetary order for unpaid rent and losses incurred under the Act?

Background and Evidence

The landlord testified that the tenancy began on April 23, 2013 on a month-to-month basis and ended with the tenants abandoning the property on June 3, 2013. Rent in the amount of \$850.00 was payable on the 1st day of each month. The landlord testified that an agreement was made with the tenants that payment was not required for a prorated amount of \$175.00 for April 23 – 30, 2013 until May 15, 2013. The tenants were expected to pay the full amount of May's rent on May 1, 2013 as per the agreement.

The landlord testified that on May 1, 2013 the tenants failed to pay rent relating to May, 2013. As a result, the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the tenant's door, a copy of which was provided for this hearing. The notice is dated May 11, 2013, and shows that there was a balance of \$850.00 in unpaid rent with an expected date of vacancy of May 21, 2013. The landlord testified that the tenants also failed to pay the agreed prorated amount of \$175.00 for April, 2013 on May 15, 2013.

In addition, the landlord testified that the tenants had abandoned the property on June 3, 2013. On checking the condition of the rental unit the landlord noticed that it had not been cleaned properly and there was considerable damage to the structure. The landlord testified that the damage is still in the process of being rectified and therefore the landlord has not been able to rent it for the middle of June, 2013. As a result the landlord is claiming lost rent for the month of June, 2013 in the amount of \$850.00.

The landlord testified that the total amount of the claim being sought from the tenants is \$1875.00 for unpaid rent and losses.

The tenants failed to attend the hearing or provide any written submissions prior to this hearing taking place.

Analysis

In the absence of any verbal testimony and written submissions prior to this hearing by the tenants, I am satisfied that the rent for the period of April, 2013, agreed upon by the tenants with the landlord for \$175.00, has not been paid as well as the \$850.00 for the May, 2013 rent.

The tenants were given notice to end tenancy on May 11, 2013 with an expected date of vacancy on the notice of May 21, 2013. However, the tenants failed to pay the

outstanding rent or dispute the notice within the allowable time limit and did not leave the rental unit on the effective day of the notice. The landlord testified that the tenants chose to abandon the rental unit on June 3, 2013 without giving any verbal or written notice and therefore is claiming for loss of rent for this period.

Subsequently, I find the landlord attempted to mitigate loss for June's rent by making a Landlord's Application for Dispute Resolution on May 23, 2013 in order to get the tenant out of the rental unit at the earliest opportunity. In addition, I accept the landlord's testimony that, due to the nature of repairs required to get the unit to a standard for rental, the landlord has been unable to rent it for the middle of June, 2013. Therefore, in the absence of any tenants' testimony, I am satisfied that the landlord is unable to rent out the property for the month of June, 2013 and that the landlord has incurred this loss due to the breach caused by the tenants. As a result, I award the landlord \$850.00 of lost rent for June, 2013.

As the landlord has been successful in this matter, the landlord is entitled to recover from the tenants the \$50.00 filing fee for this application.

I find that the landlord is entitled to a monetary order comprised of; \$175.00 for unpaid rent for April, 2013; \$825 for unpaid rent for May, 2013; loss of June's rent of \$825.00; and \$50.00 for the recovery of the filing fee. The total amount awarded to the landlord is therefore, \$1,925.00.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favor of the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,925.00. 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: June 17, 2013

Residential Tenancy Branch

