



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacific Edge Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNR, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking monetary order for unpaid rent, for authority to retain the tenants' security deposit and for recovery of the filing fee.

The landlord appeared; the tenants did not appear.

The landlord testified that he served tenant CI with their Application for Dispute Resolution and Notice of Hearing by leaving it with that tenant on June 6, 2013.

I find that tenant CI was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

As to tenant LW, as the landlord did not serve her their hearing documents, including the application for dispute resolution and Notice of Hearing as required under section 89, I have excluded her from further consideration for purposes of any monetary order arising from this application.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation, to retain the tenants' security deposit, and to recover the filing fee?

Background and Evidence

The landlord stated that this tenancy began on February 1, 2012, when the tenants moved into the rental unit, monthly rent was agreed upon in the amount of \$1550, and the tenants paid a security deposit of \$775.

The landlord said that although the tenants moved in on February 1, 2012, they never made the first payment of rent and stayed until they moved out sometime in mid to late March 2012, without notice to the landlord.

The landlord submitted that the tenants trashed the rental unit and left it in a state which prevented them from attempting to re-rent the rental unit immediately; the landlord said that he also suffered a loss of rent revenue for thirteen days in April 2012, at which time the rental unit was re-rented as soon as possible after the rental unit was cleaned and repaired.

The landlord's monetary claim is in the amount of \$3772, comprised of unpaid rent of \$1550 for February and March 2012, each, and prorated rent for loss of rent revenue for 13 days in April for \$672.

Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

*February and March rent*-In the case before me, the undisputed evidence of the landlord shows that the tenants moved into the rental unit in February 2012, and stayed until sometime in March 2012, without paying rent. I therefore find the landlord is entitled to a monetary award of \$3100 for unpaid rent for February and March 2012.

*Prorated loss of rent revenue for April*-I find the landlord provided sufficient evidence to prove that they are entitled to a prorated loss of rent revenue due to the lack of a notice from the tenants that they were vacating and due to the condition of the rental unit. I therefore find the landlord is entitled to a prorated loss of rent revenue for the first 13

days of April, in the amount of \$662.48 ( $\$1550 \times 12 \text{ months per year} = \$18,600 \text{ yearly rent} \div 365 \text{ days per year} = \$50.96 \text{ daily rate} \times 13 \text{ days} = \$662.48$ ).

I also award the landlord recovery of the filing fee of \$50.

I therefore find the landlord has established an entitlement to a monetary award of \$3812.48, comprised of unpaid rent of \$3100 for February and March 2013, prorated loss of rent revenue of \$662.48 for April 2012, and recovery of the filing fee of \$50.

### Conclusion

The landlord's application for monetary compensation is granted.

At the landlord's request, I direct the landlords to retain the tenants' security deposit of \$775 in partial satisfaction of their monetary award of \$3812.48, and I therefore grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$3037.48, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement may be recovered from the tenants.

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* and is being mailed to both the applicant and the respondent.

Dated: September 10, 2013

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Residential Tenancy Branch

