



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capital Region Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MNR, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; and to recover the fee for filing this Application for Dispute Resolution. During the hearing the Agent for the Landlord withdrew the application for compensation for repairing "nicotine damage".

The Agent for the Landlord stated that on September 13, 2013 the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant, via registered mail, to a forwarding address provided by the Tenant. The Landlord submitted Canada Post Documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

The Landlord submitted documents to the Residential Tenancy Branch on November 01, 2013. The Agent for the Landlord stated that on October 13, 2013 the documents were sent to the Tenant, via regular mail, to the forwarding address provided by the Tenant. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and I accepted them as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent/loss of revenue?

Background and Evidence

The Agent for the Landlord stated that this tenancy began on July 01, 2005; that during the latter portion of the tenancy the Tenant was required to pay monthly rent of \$1,205.00 by the first day of each month; and that the Tenant did not pay the rent that was due on August 01, 2013.

The Landlord is also seeking lost revenue from September of 2013, on the basis that the Tenant did not give proper notice of her intent to vacate the rental unit. The Agent for the Landlord stated that on August 02, 2013 the Tenant gave written notice of her intent to vacate the rental unit at the end of August and that the unit was vacated on August 31, 2013. The Housing Assistant stated that the rental unit was advertised on a website and a "for rent" sign was placed outside the rental unit, but the unit was not re-rented until October 01, 2013.

Analysis

On the basis of the undisputed evidence, I find that the Tenant did not pay the rent of \$1,205.00 that was due on August 01, 2013. As the Tenant is required to pay rent when it is due, I find that the Tenant must pay \$1,205.00 in rent for August.

I find that the Tenant failed to comply with section 45 of the *Act* when she failed to provide the Landlord with written notice of her intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. To end this tenancy on August 31, 2013 in compliance with section 45 of the *Act*, the Tenant would have had to provide written notice to the Landlord on, or before, July 31, 2013. As the Tenant did not give written notice to the Landlord until August 02, 2013, I find, pursuant to section 53 of the *Act*, that the earliest effective date of this notice was August 31, 2013.

I find that the late notice prevented the Landlord from entering into a tenancy agreement with new tenants until the Tenant vacated the rental or until the effective date of the Tenant's written notice to vacate. As the Tenant did not vacate the rental unit until August 31, 2013, I find that her actions made it difficult for the Landlord to find new tenants for September of 2013.

I find that the Landlord made reasonable efforts to find new tenants for September, although those efforts were hindered by the fact that the Landlord did not have legal possession of the rental unit until the Tenant vacated the rental unit. I therefore find that the Landlord is entitled to compensation for lost revenue from the month of September, in the amount of \$1,205.00.

I find that the Landlord's application has merit that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,460.00, which is comprised of \$2,410.00 in unpaid rent/lost revenue and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I grant the Landlord a monetary Order for the amount of \$2,460.00. In the event that the Tenant

does not comply with this Order, it may be served on the Tenant, 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: December 02, 2013

Residential Tenancy Branch

