



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Keisha Property Group Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPR, MNR, FF

### Introduction:

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the fee for filing an Application for Dispute Resolution. At the outset of the hearing the Landlord withdrew the application for an Order of Possession.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent and to recover the fee for filing an Application for Dispute Resolution.

The Agent for the Landlord stated that on January 10, 2014 she personally served the female Tenant with two copies of the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act*; however the Tenant did not appear at the hearing.

The Agent for the Landlord was advised that leaving documents with the female Tenant does not constitute service of those documents on the male Tenant, at which point she amended the Application for Dispute Resolution by removing the name of the male Tenant.

### Preliminary Matter

The hearing was scheduled to begin at 1:00 p.m. on this date. The Landlord was in attendance at the scheduled start time but the Tenant had not appeared by the time the hearing was concluded at 1:12 p.m.

I find that the Tenant failed to diligently pursue the Tenant's Application for Dispute Resolution and I therefore dismiss that Application without leave to reapply.

Issue(s) to be Decided:

Is the Landlord entitled to a monetary Order for unpaid rent?

Background and Evidence:

The Agent for the Landlord stated that the Tenants moved into the rental unit on July 2, 2013; that the Tenants agreed to pay monthly rent of \$875.00 by the first day of each month; and that the parties agreed that rent would be reduced to \$775.00 whenever it was paid by the first day of each month.

The Agent for the Landlord stated that the Landlord executed a Writ of Possession on February 03, 2014, at which time the Landlord obtained vacant possession of the rental unit.

The Agent for the Landlord stated that no rent was paid for January or February of 2014 and the Landlord is seeking \$1,550.00 in unpaid rent/lost revenue for those two months.

Analysis

On the basis of the undisputed evidence, I find that the Tenant occupied the rental unit until February 03, 2014, at which time a Writ of Possession was executed.

On the basis of the undisputed evidence, I find that no rent was paid for January or February of 2014. I find that the Tenant is obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit. I therefore find that the Landlord is entitled to the \$775.00 the Landlord has claimed for unpaid rent for January of 2014. I also find that the Tenant must compensate the Landlord for the four days in February that the Tenant remained in possession of the rental unit, at a daily rate of \$27.68, which equates to \$110.72.

I find that the continued occupancy of the rental unit made it difficult, if not impossible, for the Landlord to find new tenants for the remainder of February of 2014. I therefore find that the Tenant must compensate the Landlord for the loss of revenue experienced between February 04, 2014 and February 28, 2014, which was \$664.28.

I note that the Landlord has not claimed the full amount of rent payable under the tenancy agreement, which is \$875.00, and therefore the full amount has not been awarded.

I find that the Landlord's application has merit and 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 \$1,600.00, which is comprised of \$1,550.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of \$1,600.00. 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: February 19, 2014

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Residential Tenancy Branch

