



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB, MNR, MNDC, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession for breach of an agreement; for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of the application.

Both landlords attended the hearing but only one landlord gave affirmed testimony. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by personally handing them to the tenant on March 3, 2014 no one for the tenant attended the call. The landlord testified that the documents were served on that date and in that manner and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*. The line remained open while the phone system was monitored for 10 minutes prior to taking any other testimony and the only participant who joined the call was the landlord.

During the course of the hearing the landlord testified that the tenant has moved out of the rental unit, and therefore, the landlords withdraw the application for an Order of Possession.

All testimony and evidence provided is considered in this Decision.

### Issue(s) to be Decided

The issues remaining to be decided are:

- Have the landlords established a monetary claim as against the tenant for unpaid rent or utilities?
- Have the landlords established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

### Background and Evidence

The landlord testified that the rental unit is a basement suite in a house that the landlords purchased in December, 2013. The tenant was a tenant in the rental unit when the purchase was made. The previous owner told the landlords that rent in the amount of \$550.00 per month was payable in advance on the 1<sup>st</sup> day of each month, and that no security deposit or pet damage deposit was ever collected from the tenant.

The tenant failed to pay rent when it was due for the month of January, 2014 and upon speaking to the tenant, the landlord was advised that the tenant had no intention of paying, and to, "Do what you want."

The landlord and tenant subsequently agreed to end the tenancy effective February 15, 2014 by signing a Mutual Agreement to End a Tenancy on January 6, 2014, a copy of which has been provided. However, the landlord testified that the tenant did not move out on February 15, 2014 as agreed and further failed to pay any rent for January or February, 2014. Upon speaking with the tenant again, the landlord was advised that the tenant would not pay any rent and told the landlord to take the matter to arbitration.

The landlord served the tenant with the Application for Dispute Resolution and notice of hearing on March 3, 2014, and the tenant moved out of the rental unit on March 29, 2014.

The landlords claim unpaid rent for the months of January, February and March, 2014 at \$550.00 per month, for a total of \$1,650.00.

The landlord further testified that the tenant left the rental unit with damages, such as 3 broken windows, but has not provided any evidence of the cost of repairs.

The tenant has not provided the landlords with a forwarding address in writing.

### Analysis

In the circumstances, I accept the testimony of the landlord, and find that the tenant failed to pay any rent to the landlords after the landlords purchased the rental unit. I have reviewed the Mutual Agreement to End a Tenancy and find that on January 6, 2014 the tenant agreed to move out of the rental unit by February 15, 2014. The tenant didn't move out of the rental unit until well after he was served with the Landlord's Application for Dispute Resolution. I further find, in the absence of any evidence to the contrary that the tenant didn't pay any rent for the months of January, February or

March, 2014. Therefore, I find that the landlords have established a monetary claim in the amount of \$550.00 per month for the months of January, February and March, 2014 and \$50.00 for recovery of the filing fee, for a total of \$1,700.00.

With respect to the landlord's claim for damages, no evidence has been provided to substantiate any costs, and that claim is hereby dismissed without leave to reapply.

### Conclusion

For the reasons set out above, the landlords' application for an Order of Possession is hereby dismissed as withdrawn.

The landlords' application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement is hereby dismissed without leave to reapply.

I hereby grant a monetary order in favour of the landlords as against the tenant for unpaid rent and recovery of the filing fee in the amount of \$1,700.00 pursuant to Section 67 of the *Residential Tenancy Act*.

This order is final and binding and may be enforced.

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: April 17, 2014

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Residential Tenancy Branch

