



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent and utilities.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by personal delivery mail on March 13, 2015. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants’ absence.

The Landlord said the Tenants moved out on March 31, 2015, therefore the Landlord is withdrawing the application for an Order of Possession as she has possession of the rental unit.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?

### Background and Evidence

This tenancy started on January 28, 2015 as a fixed term tenancy with an expiry date of May 28, 2015. Rent was \$1,550.00 per month payable in advance of the 18<sup>st</sup> day of each month. The Tenant paid a security deposit of \$775.00 at the start of the tenancy.

The Landlord said that the Tenants did not pay \$1,550.00 of rent for the month of March, 2015 when it was due and as a result, on March 3, 2015 she personally delivered a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated March 3, 2015 to the Tenants. As well the Landlord said the Tenants have unpaid utilities of \$266.44 which the Landlord submitted paid receipts for. The Landlord continued to say that the unit was left in very poor condition and is not rentable; therefore the Landlord is requesting a claim for lost rental income for April, 2015 in the amount of \$1,550.00. The Landlord said her total claim is for \$3,366.44.

### Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenants did not have the right under the Act to withhold part or all of the rent for March, 2015, therefore I find in favour of the Landlord for the unpaid rent of \$1,550.00. Further I accept the Landlord's testimony that the unit was left in poor condition and is not rentable until repairs are completed therefore I award the Landlord \$1,550.00 for lost rental income for the month of April, 2015.

As well the Landlord's has provided verification of her claim of \$266.44 for unpaid utilities, therefore I award the claim for unpaid utilities in the amount of \$266.44.

As the Landlord has been successful in this matter the Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$1,550.00	
Lost rental income	\$1,550.00	
Unpaid utilities	\$ 266.44	
Subtotal:		\$3,366.44
Balance Owing		\$3,366.44

### Conclusion

A Monetary Order in the amount of \$3,366.44 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 14, 2015

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Residential Tenancy Branch

