



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and 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 tenants for the cost of the application.

The landlord attended the hearing, but did not testify or take part in the proceeding, and was represented by an agent, the spouse of the landlord. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and neither of the tenants attended. The landlord's agent testified that the tenants were each personally served with the Landlord's Application for Dispute Resolution and notice of this hearing on November 9, 2015 and I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*. The landlord's agent gave affirmed testimony and provided evidentiary material in advance of the hearing, all of which has been reviewed and is considered in this Decision.

During the course of the hearing, the landlord's agent advised that the tenants have vacated the rental unit and the landlord has changed the locks. Therefore, I find that the landlord has possession of the rental unit and the application for an Order of Possession is dismissed.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenants for unpaid rent?

- Has the landlord established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for loss of rental revenue?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on April 6 or 7, 2015 and the tenants vacated the rental unit on January 4, 2016. Rent in the amount of \$650.00 per month was payable on the 1st day of each month. The tenants promised to pay a security deposit to the landlord but never did.

The tenants were consistently late paying rent, paying portions from time-to-time during the tenancy. On September 30, 2015 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the notice) by posting it to the door of the rental unit. A copy has been provided, and it is dated September 30, 2015 and contains an effective date of vacancy of October 10, 2015 for unpaid rent in the amount of \$2,325.00 that was due on September 1, 2015.

The tenants were in arrears prior to August 1, 2015, and have not paid any rent for the months of August, September, October, November, December, 2015 or January, 2016. The landlord claims rent for each of the months of August through December, 2015, totalling 3,250.00 and loss of rental revenue for the month of January, 2016. The landlord's agent testified that the rental unit has not been re-rented and was left by the tenants with damages that will have to be repaired prior to advertising.

The tenants did not give any notice to end the tenancy, and have not served the landlord with an application for dispute resolution disputing the amounts or the notice.

Analysis

I have reviewed the notice, and upon hearing the testimony of the landlord's agent, I am satisfied that the tenants have failed to pay any rent for any of the months of August through December, 2015. I am also satisfied that the tenants failed to pay any rent for January, 2016 and didn't move out of the rental unit until the 4th of the month. Any notice that the tenants could have legally given would not have ended the tenancy before the end of January, 2016, and I am satisfied that the landlord has established a claim for loss of rental revenue for January in the amount of \$650.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed.

I hereby grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,950.00.

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: January 06, 2016

Residential Tenancy Branch

