



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNR, OPR, MNSD, FF

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were to be heard together; however at the beginning of the conference call the tenants testified that they have vacated the rental unit and therefore they are withdrawing their application for dispute resolution.

I therefore dealt with the landlord's application for dispute resolution only, which is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and a request for a Monetary Order for \$4400.00 and recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed

### Issue(s) to be Decided

Since the tenant's have already vacated the rental unit an Order of Possession is no longer required, and therefore the remaining issue is whether or not the landlord has established monetary claim against the tenants, and if so in what amount.

### Background and Evidence

The tenants paid a security deposit of \$725.00 and a pet deposit of \$725.00 on August 7, 2015, and this tenancy began on September 1, 2015 with a monthly rent of \$1450.00.

The tenants failed to pay the January 2016 rent and therefore on January 2, 2016 the landlord served the tenants with a 10 day Notice to End Tenancy for nonpayment of rent.

The tenants vacated the rental unit February 8, 2016.

The landlord testified that, as a result of the tenants failure to pay the January 2016 or February 2016 rent, she is requesting a Monetary Order for that outstanding rent of \$2850.00, she has deducted \$50.00 off the January 2016 rent to cover a previous Order.

The tenants testified that they have not paid any rent for January 2016, or February 2016; however they do not believe they should have to pay the full rent for February 2016 because the landlord wanted them to move quickly due to a problem with the roof at the rental property. They had originally been planning to try and move at the end of February 2016 but moved earlier because of the roof issue.

In response to the tenant's testimony the landlord testified that she always wanted the tenants to vacate as soon as possible, due to nonpayment of rent and it had nothing to do with the roof issue.

### Analysis

It is my finding that the landlord has shown that rent has not been paid for the month of January 2016 and therefore I allow her claim for outstanding rent totaling \$1400.00 for that month.

It is also my finding that the tenants are liable for the lost rental revenue for the month of February 2016. The tenants were given a 10 day Notice to End Tenancy for nonpayment of rent and no rent was paid after that date, and therefore, when they did move, it is considered to be due to the eviction notice, and not due to a problem with the roof in the rental property.

There may well have been a problem with the roof in the rental property, and the tenants may have moved earlier than they had planned due to that problem; however the Notice to End Tenancy was a ten-day notice and they should have moved well before they did anyway.

I therefore also allow the landlords claim for the February 2016 lost rental revenue of \$1450.00.

I also allow the landlords request for recovery of her \$100.00 filing fee.

### Conclusion

I have allowed the landlords full claim of \$2950.00 and I therefore Order that the landlord may retain the full security deposit of \$725.00, and the full pet deposit of \$725.00, and pursuant to section 67 of the Residential Tenancy Act, I have issued a Monetary Order for the tenants to pay \$1500.00 to the landlord.

As stated above, the tenant's application was withdrawn at the beginning of the hearing.

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: March 01, 2016

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Residential Tenancy Branch