



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

At the hearing the Agent for the Landlord withdrew the application for an Order of Possession, as one has already been granted to the Landlord.

At the hearing the Agent for the Landlord withdrew to retain the security deposit as a security deposit has not been paid.

The Agent for the Landlord stated that on September 19, 2016 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted to the Residential Tenancy Branch on September 23, 2016 were sent to the Tenant, via registered mail. The Landlord submitted Canada Post documentation that corroborates this declaration. 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 (Act)*; however the Tenant did not appear at the hearing.

On October 25, 2016 the Landlord submitted an Amendment to an Application for Dispute Resolution to the Residential Tenancy Branch, in which the Landlord increased the amount of the claim to \$5,200.00, which includes a claim for lost revenue for November of 2016.

The Agent for the Landlord stated that on October 26, 2016 the Amendment to an Application for Dispute Resolution was sent to the Tenant, via registered mail. The Agent for the Landlord cited a Canada Post tracking number that corroborates this declaration. In the absence of evidence to the contrary I find that this document has been served in accordance with section 89 of the *Act*.

Issue(s) to be Decided

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

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on April 01, 2016;
- the Tenant agreed to pay monthly rent of \$650.00 by the first day of each month; and
- the Tenant did not pay any rent for April, May, June, July, August, September, October, or November of 2016;
- the Landlord has been granted an Order of Possession on the basis of a Ten Day Notice to End Tenancy for Unpaid Rent that was served to the Tenant; and
- the Tenant has not yet complied with the Ten Day Notice to End Tenancy for Unpaid Rent.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$650.00 by the first day of each month and that the Tenant has not paid any rent for April, May, June, July, August, September, October, or November of 2016.

As the Tenant is required to pay rent while she is occupying the rental unit, pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$4,550.00 in outstanding rent to the Landlord for the period between April 01, 2016 and October 31, 2016.

As the rental unit has not yet been vacated I find that the Tenant is obligated to pay rent, on a per diem basis, for the days the Tenant remains in possession of the rental unit. As the rental unit has not yet been vacated I find that the Tenant must compensate the Landlord for the eight days month of November that the Tenant remained in possession of the rental unit, at a daily rate of \$21.67, which equates to \$151.69.

I find that the Tenant fundamentally breached section 46(5) of the *Act* when the Tenant did not vacate the rental unit by the effective date of the Ten Day Notice to End Tenancy. I find that the continued occupancy of the rental unit makes it difficult, if not impossible, for the Landlord to find new tenants for the remainder of November of 2016. I therefore find that the Tenant must compensate the Landlord for the loss of revenue he can be reasonably expected to experience between November 09, 2016 and November 30, 2016, in the amount of \$498.31.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$5,300.00, which includes \$5,200.00 in unpaid rent/lost revenue and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$5,300.00. 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: November 08, 2016

Residential Tenancy Branch