



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, OPB, MNR, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession for cause and breach of an agreement; and, a Monetary Order for unpaid and/or loss of rent. The tenants did not appear at the hearing. The landlord's agent testified that the building manager had signed a Proof of Service affirming that he personally served each of the tenants with the hearing documents on February 3, 2017 at the rental unit address. I accepted that the tenants were served with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord without the tenants present.

At the outset of the hearing, the landlord's agent testified that the tenants have since vacated the rental unit and an Order of Possession is no longer required. Accordingly, I do not provide one with this decision.

The landlord's agent also requested the monetary claim be reduced since Income Assistance had sent a cheque to the landlord for January 2017 rent. I permitted the amendment as it is beneficial to the tenants. As such, the only matter identified on this Application that remains unresolved is unpaid and/or loss of rent for February 2017.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid and/or loss of rent for February 2017?

Background and Evidence

The landlord provided subsidized rental housing to the tenants. The landlord does not collect security deposits. The tenants' rent obligation was to pay \$721.00 to the landlord by the first day of every month.

On October 27, 2016 the landlord served a 1 Month Notice to End Tenancy for Cause upon the tenants with a stated effective date of November 30, 2016. The tenants requested and the landlord agreed to extend the tenancy until December 31, 2016 and this agreement was reflected by executing a Mutual Agreement to End a Tenancy on November 7, 2016. The tenants requested and the landlord agreed to extend the tenancy a second time to January 31, 2017 as evidenced by a Mutual Agreement to End a Tenancy executed on January 6, 2017. On January 6, 2017 the parties executed another document indicating that no further extensions would be granted by the landlord and that the tenants were required to pay rent for January 2017.

The landlord testified that the tenants failed to vacate the rental unit by the agreed upon date of January 31, 2017 which necessitated the landlord's Application for Dispute Resolution. It was uncertain as to which date the tenants vacated the rental unit but the tenants were still in possession of the rental unit when the hearing packages were served upon them on February 3, 2017 and the tenants provided the landlord with a forwarding address on February 15, 2017. The landlord testified that the unit was not re-rented in February 2017 because it was uncertain as when the tenants would be vacating and the tenants did not leave the rental unit in a condition to be re-rented.

As for rent, the landlord testified that after filing the Application for Dispute Resolution the landlord determined that Income Assistance had sent a rent cheque to the landlord for January 2017 rent but that the cheque was erroneously sent back to Income Assistance. The landlord has been in communication with Income Assistance and understands that the rent cheque for January 2017 is being re-sent to the landlord. The landlord is confident that rent for January 2017 will be paid and withdrew the request for January 2017 rent to be included in the Monetary Order.

The landlord testified that rent was not received for February 2017 despite the tenants remaining in possession of the rental unit in February 2017. The landlord has suffered loss of rent for the month of February 2017 due to the tenants' actions, as described above, and seeks to recover this loss from the tenants in the amount of \$721.00.

Analysis

Based upon the undisputed evidence before me, I find the tenancy was set to end on January 31, 2017 pursuant to two extensions granted by the landlord. As provided in section 37 of the Act, a tenant is required to leave a rental unit vacant, undamaged, and reasonably clean and return all keys or means of access to the rental unit to the landlord at the end of the tenancy. Despite giving the tenants two extensions, I heard unopposed evidence that the tenants failed to meet their obligations under section 37 of

the Act. Rather, I heard the tenants remained in possession of the rental unit into the month of February 2017 and did not pay the landlord any compensation for their continued occupancy.

The landlord has put forth that the tenants' violation of the Act caused the landlord to suffer a loss of rent for the month of February 2017 and the landlord seeks to recover this loss from the tenants. I find the landlord's request to recover loss of rent to be reasonable in the circumstances and the tenants did not appear at the hearing or otherwise indicate any opposition to this request. Therefore, I grant the landlord's request for a Monetary Order for loss of rent in the amount of \$721.00.

I further award the landlord recovery of the \$100.00 filing fee paid for this Application.

In light of the above, the landlord is provided a Monetary Order in the total sum of \$821.00 to serve and enforce upon the tenants.

Conclusion

The landlord has been provided a Monetary Order in the sum of \$821.00 to serve and enforce upon the tenants.

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 03, 2017

Residential Tenancy Branch