



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on May 3, 2018. 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 with both parties present.

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 March 15, 2017 as a fixed term tenancy with an expiry date of March 31, 2018. Rent is \$975.00 per month payable on the 1st day of each month. The Tenants paid a security and pet deposit of \$487.00 each on February 18, 2017.

The Landlord said that the Tenant did not pay the April 15, 2018 rent of \$975.00. The Landlord continued to say he sold the property as at May 1, 2018 so he was responsible to pay the purchaser the rent from May 1 to May 15 as that is how the tenancy agreement read and this was included in the purchase agreement. The Landlord said he paid the new purchases the rent from May 1 to May 15, 2018 and now he has made an application to get the rent for April 15 to May 15, 2018 that the Tenants have not paid. The Landlord said his claims are for \$975.00 of unpaid rent and to recover the filing fee of \$100.00.

The Tenants said they were told March 9, 2018 that the Landlord was selling the rental unit and they may have to move out. No formal Notice to End Tenancy was served on the Tenants by the Landlord. The Tenants believed that because they were told they had to move out they did not have to pay the April 15, 2018 rent. The Tenant said they did not pay the April 15, 2018 rent and it turned out they did not have to move. The new rental agreement with the new landlord started on June 1, 2018.

Analysis

Section 26 (1) 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 the right under this Act to deduct all or a portion of the rent.

I find that the Landlord is entitled to recover unpaid rent for April 15, 2018 to May 15, 2018 as the Tenants had possession of the rental unit and did not pay the rent of \$975.00. I award \$975.00 to the Landlord as compensation for unpaid rent from April 15 to May 15, 2018. .

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenants the \$100.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Unpaid rent for April 15, 2018	\$ 975.00	
Recover Filing Fee	<u>\$ 100.00</u>	
Subtotal		<u>\$1,075.00</u>
Balance Owing		<u>\$1,075.00</u>

Conclusion

A Monetary Order in the amount of \$1,075.00 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: June 25, 2018

Residential Tenancy Branch