



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FFL

Introduction

On April 16, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for a loss of rent and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord testified that he served the Notice of Dispute Resolution Proceeding documents to the Tenant using registered mail sent on April 16, 2019. The Landlord provided a copy of a registered mail receipt as proof of service. The registered mail receipt show it was addressed to the basement suite of the Tenant’s new address.

The Landlord testified that the Tenant refused to pick up the registered mail. The Landlord testified that he sent the registered mail to the Tenant’s new address which is a couple of houses away from the Landlord. The Landlord testified that he observed the Tenant move his furniture and belongings into the house and he observes his car parked there on a daily basis. The Landlord testified that he previously served the Tenant with paperwork at the Tenant’s new address.

I accept the Landlord’s testimony that the Tenant moved into a new rental unit a few houses away from the Landlord. I find that the Tenant was served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the Act. The Notice of Dispute Resolution Proceeding is deemed served on April 21, 2019, the fifth day after it was mailed.

The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover a loss of rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began in October 2016, as a one year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$850.00 was to be paid to the Landlord by the first day of each month.

The Landlord testified that the Tenant failed to pay the rent owing for October 2018, and the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 30, 2018. The Landlord provided a copy of the 10 Day Notice.

The Landlord testified that the Tenant moved out of the rental unit on November 6, 2019; however, the Tenant never paid the rent owing under the tenancy agreement for the months of October 2018, and November 2018.

The Landlord is seeking compensation for the loss of two months' rent in the amount of \$1,700.00.

The Landlord testified that he did not rent the unit out for the remainder of November 2018.

Analysis

Based on the evidence before me, the testimony of the Landlord and on a balance of probabilities, I make the following findings:

I find that the Tenant failed to pay the rent owing under the tenancy agreement for the months of October 2018, and November 2018. I find that the Tenant is responsible to pay the rent for the months of October 2018 and November 2018.

I award the Landlord \$1,700.00 for a loss of rent for the months of October 2018, and November 2018.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord is entitled to a monetary order in the amount of \$1,800.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant is deemed under the Act to have been served with the Notice of Dispute Resolution Proceeding.

The Tenant moved out of the rental unit on November 6, 2019, and did not pay the Landlord the rent owing under the tenancy agreement for October 2018, and November 2018. The Landlord has established a monetary claim for a loss of rent and the cost of the filing fee in the amount of \$1,800.00.

I grant the Landlord a monetary order in the amount of \$1,800.00.

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: July 22, 2019

Residential Tenancy Branch