



Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNRL-S, FFL

Introduction

This hearing was convened in response to applications by the landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- a return of the filing fee pursuant to section 72 of the *Act*; and
- a Monetary Order for unpaid rent pursuant to section 67 of the *Act*.

Both the landlord and the tenant attended the hearing, with the landlord being represented at the hearing by his son/agent, Y.W.L. All parties were given full opportunity to be heard, to present evidence and to make submissions.

Both parties acknowledged receipt of all documents related to the dispute and the tenant is found have been served with the Notice of Dispute in accordance with the *Act*.

Issue(s) to be Decided

Can the landlord recover a monetary award, including a return of the filing fee?

Background and Evidence

The parties agreed this tenancy began on January 31, 2018 as a sublease from “master” landlord, M.R.S and the named landlord. Rent was \$1,900.00 per month. The parties disagreed on the date the tenancy concluded, and the amount of security deposit paid. The tenant stated that the tenancy ended on December 5, 2020 and that he paid a security deposit of \$900.00 while the landlord alleged the tenancy ended on December 15, 2020 and that a security deposit of \$750.00 was collected at the outset of the tenancy.

The landlord is seeking a monetary award of \$1,900.00. The landlord argued the tenant failed to pay rent for December 2020 and then departed the property without providing sufficient notice.

The tenant disputed the landlord’s claim, saying he was given verbal notice that the was to leave the unit and complied with the landlord’s directions/wishes. Both parties

acknowledged this tenancy ended after the landlord and the “master” landlord mutually agreed to end the tenancy for December 31, 2020.

Analysis

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

After considering the testimony of both parties and having reviewed the evidence uploaded by the landlord, it is evident this tenancy continued through to December 31, 2020. While the tenant may have vacated the rental unit on a date earlier than the 31st, the landlord was under no obligation to accept a discounted or prorated rent for that time period as the tenant could have occupied the unit until the end of the month. While I note a significant animosity existed between the parties, absent of any evidence acknowledging an agreement to the contrary, I find the tenant had an obligation to pay rent for the entire term of the tenancy.

I grant the landlord the entire amount sought in their monetary award for \$1,900.00. As the landlord was successful in their application, they may recover the \$100.00 filing fee.

Conclusion

I make a Monetary Order of \$2,000.00 in favour of the landlord.

Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: May 20, 2021

Residential Tenancy Branch