



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR, OPR, MNR, FF

### Introduction

This hearing was convened in response to applications by the landlords and the tenant.

The landlords' application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent, loss of rent;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued on April 6, 2023.

Only the landlord appeared. The landlord stated that they served the tenant with their hearing package on April 23, 2023, by email, which the tenant acknowledged it was received. I find the tenant was duly served in accordance with the Act.

The landlord testified that the tenant moved out of the rental unit on April 20, 2023. The landlord stated that they return the tenant's security deposit and pet damage deposit.

Based on the above, I do not need to consider the tenant's application to cancel the Notice or the landlord's request for an order of possession or to keep all or part of the security deposit.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and issues in this decision.

### Issue to be Decided

Are the landlords entitled to a monetary order for unpaid rent and loss of rent?

### Background and Evidence

The tenancy began on October 1, 2022, for a fixed term ending on September 30, 2022. Rent in the amount of \$2,200.00 was payable on the first of each month. A security deposit of \$1,100.00 and a pet damage deposit of \$500.00 was paid by the tenant.

The tenant submits in their application the following:

Describe why you are disputing the notice:

The landlord has threatened to serve me with a 30 day notice to evict before I was ever served with any notice. I am worried if I pay in full they can turn around and give me a 30 day eviction anyways. 75% of my rent is paid currently.

The landlord testified that the tenant had failed to pay rent for April 2023, when they were served with the Notice. The landlord stated that they did receive a partial payment of \$1,600.00 within 5 days; however, the tenant still owed \$600.00 for April 2023, rent.

The landlord testified that the tenant vacated on April 20, 2023, and they conducted the move-out inspection on April 21, 2023. The landlord stated they immediately advertised the rental unit; however, they could not find a new tenant to take possession on May 1, 2023, because that was insufficient time for another tenant to give notice to end their own tenancy. The landlord stated they had a new renter take possession on June 1, 2023, releasing the tenant from the balance of their fixed term agreement. The landlord seeks loss of rent for May 2023 in the amount of \$2,200.00.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the tenant filed an application for dispute resolution within the time limit permitted under the Act, I find the tenant's application had no merit as rent in full was not paid within 5 days after receiving the Notice. I find tenant owes **\$600.00** to the landlords for unpaid rent for April 2023.

Further, the tenant breached the Act by failed to pay rent, causing the tenant to breach their fixed term agreement. The landlords are entitled to be in the same position had the tenant not breached the Act. The landlords made reasonable effort to minimize the loss by re-renting the unit on June 1, 2023. I find the landlords suffered a loss of rent due to the actions of the tenant. I find the tenant owes the landlords **\$2,200.00** for loss of rent for May 2023.

I find the tenant owes the landlords **\$2,900.00** comprised of unpaid rent, loss of rent and the \$100.00 to recover the cost of the filing fee. This Order may be filed in Provincial Court (Small Claims) and enforced as an Order of the court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

### Conclusion

The tenant's application is dismissed. The landlords are granted a monetary order for unpaid rent and loss of rent.

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 07, 2023

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Residential Tenancy Branch