



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RPP, O

Introduction

This matter dealt with an application by the Tenants for compensation for damage or loss under the Act, for the return of the Tenants' personal property and for other considerations.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on February 9, 2012. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

During the conference call the Tenant said he has collected all his property from the rental unit and therefore his application for the return of the tenant's personal property is no long relevant. The Tenant said he pick his property up on February 9, 2012 from the rental unit.

Issues(s) to be Decided

1. Did the Tenants have a loss or damage under the Act regulations or tenancy agreement and if so how much?
2. Are the Tenants entitled to compensation and if so how much?

Background and Evidence

This tenancy started on July 9, 2011 as a month to month tenancy. Rent was \$650.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$325.00 in July, 2011. The Tenant said the tenancy ended on January 16, 2012. The Landlord said the Tenancy ended on February 9, 2012 when the Tenant picked up his property from the rental unit.

The Tenant said his is requesting \$180.64 of rent be returned to him for the time period from January 16, 2012 to January 31, 2012. The Tenant said he did not live in the rental unit during this time period and he believes he should have the rent for that time period returned to him. The Tenant said he did not remove his property earlier because the Landlord had evicted him on January 16, 2012 and the locks on the rental unit were changed on January 21, 2012 so he could not get into the rental unit. The Tenant said that since he has his property back he has no other claims.

The Landlord said he served the Tenant an Order of Possession on January 13, 2012 with an effective vacancy time of 2 days after service of the notice therefore the effective vacancy date was January 15, 2012. The Landlord said the Tenants were living in the unit on January 18, 2012 and that his belongings were in the unit until February 9, 2012. The Landlord said The Tenant caused extensive damage to the unit because of a frozen pipe on January 19, 2012. The Landlord said he entered the unit to repair the broken pipe on January 19 and 20, 2012 and the locks were changed on January 21, 2012 for security reasons. The Landlord said there was no unpaid rent at the end of the tenancy and he does not believe the Tenants' claim for a rent rebate is valid.

Analysis

The Tenants were evicted for unpaid rent and were served an Order of Possession with an effective vacancy time of January 15, 2012. The Tenants' belongings were not fully moved out until February 9, 2012 therefore; I find the Tenant was responsible to pay the full January, 2012 rent. The Tenant is responsible for the January, 2012 rent because the tenancy ended due to the Tenants actions (unpaid rent) and this should not put the Landlord in a position to lose rental income. As a result the Landlord is entitled to the full January, 2012 rent of \$650.00.

Consequently I dismiss the Tenants' application without leave to reapply as the Tenant has not established grounds to support his claim of \$180.64 for a rent return for the month of January, 2012.

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*.

Dispute Resolution Officer