



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Associated Property Management (2001) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for unpaid rent and for recovery of the filing fee.

The landlord and the landlord's agent appeared; the tenants did not appear.

The landlord testified that they served tenant AL with their Application for Dispute Resolution and Notice of Hearing by leaving it with the tenant at her place of employment on May 3, 2013.

I find tenant AL was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlords were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary issue-As tenant TL was not served Notice of this hearing or the landlord's Application for Dispute Resolution, I have excluded him from consideration for purposes of any order resulting from the landlord's application.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The landlords supplied evidence that this 1 year, fixed term tenancy began on November 1, 2012, monthly rent was \$1350, and the tenants paid a security deposit of \$675 on October 30, 2012.

The landlords stated that they discovered the tenants had vacated the rental unit in mid February 2013, suddenly and without notice to the landlords, after having not paid the rent for that month.

The landlords submitted that they did attempt to re-rent the property immediately, but were unable to due to the condition of the rental unit left in by the tenants. The landlords presented that they were unable to fully clean and repair the rental unit until early March, due to the garbage and unwanted personal property left behind by the tenants.

The landlords' monetary claim is \$2700, which is unpaid rent for February of \$1350 and loss of rent revenue for March for \$1350.

Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

February rent-In the case before me, the undisputed evidence of the landlord shows that the tenants remained in the rental unit through sometime in mid February, and failed to pay the rent owed for that month pursuant to the terms of the tenancy agreement. I therefore find the landlords are entitled to a monetary award of \$1350 for unpaid rent for February 2013.

March loss of rent revenue-It is clear the tenancy agreement was for a fixed term set to expire on October 31, 2013 and that the tenants breached this term of the agreement. I find it reasonable that the landlord would be unable to find a new tenant for March given that the rental unit was abandoned by the tenants without notice and given the state of the rental unit. I therefore find that under the tenancy agreement the tenants were

responsible for rent for March and I find the landlord is entitled to a monetary award of \$1350.

I also award the landlords recovery of the filing fee of \$50.

I therefore find the landlords have established an entitlement to a monetary award of \$2750, comprised of unpaid rent of \$1350 for February 2013, loss of rent revenue of \$1350 for March 2013, and recovery of the filing fee of \$50.

Conclusion

The landlords' application for monetary compensation for \$2750 is granted.

At the landlords' request, I direct the landlords to retain the tenants' security deposit of \$675 in partial satisfaction of their monetary award of \$2750, and I therefore grant the landlords a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$2075, which I have enclosed with the landlords' Decision.

Should the tenant fail to pay the landlords this amount without delay, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement may be recoverable from the tenant.

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 25, 2013

Residential Tenancy Branch

