



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FFL

### Introduction

On September 17, 2018, the Landlord submitted an Application for Dispute Resolution for an order of possession, and for a monetary order for unpaid rent or utilities.

The matter was set for a conference call hearing at 9:00 a.m. on this date. The Landlord and Tenant attended the hearing.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Preliminary and Procedural Matters

The Landlord testified that the Tenants moved out of the rental unit in September and she no longer requires an order of possession for the rental unit. The hearing proceeded on the Landlord's claim for unpaid rent.

The Tenant was not present at the start of the hearing. At approximately 11:09 am, I noticed that another participant had joined the conference call and at that time the caller identified himself as the Tenant Mr. T.S.

The Tenant was provided a summary of what was heard prior to his attendance.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The Landlord testified that the tenancy began on November 1, 2017, as a one year fixed term tenancy. Rent in the amount of \$1,500.00 was due to be paid to the Landlord by

the first day of each month. The Tenant paid the Landlord a security deposit of \$750.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay the rent of \$1,500.00 owing under the tenancy agreement for the month of September 2018.

The Landlord testified that she has also suffered a loss of rent for October 2018, in the amount of \$1,500.00 because the Tenants broke the lease by moving out of the rental unit before the end of the lease and because the rental unit was left dirty and damaged.

The Landlord seeks a monetary order for unpaid rent in the amount of \$3,000.00.

In reply, The Tenant testified that he moved out of the rental unit in September because the Landlord mentioned she was selling the unit and the Tenant did not want to face a potential eviction due to a sale.

The Tenant acknowledged that he did not pay the rent for the month of September 2018.

The Tenant testified that he left the rental unit clean. He testified that he had cleaners come in and clean the unit. The Tenant testified that he is not responsible for the Landlord's loss of October 2018 rent.

### Analysis

Based on the evidence before me, and the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant owes \$1,500.00 for September 2018, rent.

After reviewing the tenancy agreement I find that the agreement indicates the tenancy was on a month to month basis. The box for a month to month basis is selected. The box for a fixed term tenancy is not selected. I find that the tenancy agreement is on a month to month basis.

I find that the Tenants vacated the rental unit without giving the Landlord any proper written notice. The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent dated September 6, 2018. When a Tenant vacates a rental unit without proper notice and a Landlord is unable to re-rent a unit for the next month and suffers a loss of rent, the Tenant is responsible for the loss.

I accept the Landlord's testimony that she was not able to re-rent the unit for October 2018. I find that the Tenants are responsible for the Landlord's loss of October 2018 rent.

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

I find that the Landlord has established a total monetary claim of \$3,100.00 comprised of \$3,000.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing. This 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 failed to pay rent the rent due under the tenancy agreement and moved out of the unit without giving proper written notice to the Landlord.

The Landlord is granted a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$3,100.00.

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: November 01, 2018

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Residential Tenancy Branch