

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's request for an Order of Possession and Monetary Order for unpaid rent. The tenants did not appear at the hearing. The landlord testified that he served both tenants with notice of this hearing by personal service at the rental unit on January 26, 2010. I was satisfied that the tenants were served in a manner that complies with the Act and I proceeded to hear from the landlord without the tenants present.

The landlord advised that the tenants have vacated the rental unit and an Order of Possession is no longer required. Accordingly, I do not provide an Order of Possession with this decision.

### Issues(s) to be Decided

Has the landlord established an entitlement to unpaid rent for January and February 2010?

### Background and Evidence

The landlord provided testimony as follows. The tenancy commenced December 15, 2009. There is no written tenancy agreement; however, in accordance with a verbal tenancy agreement, the tenants were required to pay rent of \$1,400.00 per month. The tenants paid one-half of a month's rent for December 2009 but no security deposit. The tenants did not pay rent for January 2010 and the landlord served the tenants with a *10 Day Notice to End Tenancy for Unpaid Rent* (the Notice) on January 14, 2010. The landlord attended the property on January 27 or 28, 2010 at which time the tenants were still residing in the rental unit but advised the landlord that they would move out at

the end of the month. Upon returning to the property on February 1, 2010 the landlord found the rental unit vacated.

The landlord commenced advertising efforts in mid-February 2010. Upon enquiry, the landlord stated that he had to remove garbage and abandoned property left by the tenants and fix a leaking roof before the property could be shown to prospective tenants. As at the date of this hearing, the rental unit is still not re-rented.

In making this application, the landlord is seeking to recover unpaid rent of \$1,400.00 for January 2010 and loss of rent of \$1,400.00 for February 2010.

### Analysis

The Act recognizes the rights and obligations of a tenancy established under a verbal tenancy agreement. In the absence of evidence to the contrary, I accept the landlord's testimony and find the tenants were obligated to pay the landlord rent in the amount of \$1,400.00 on a month-to-month basis. I am satisfied that the tenants were obligated to pay rent for the month of January 2010 and I award the landlord \$1,400.00 for unpaid rent.

I find the tenants did not give the landlord adequate notice to end the tenancy as of January 31, 2010 and that despite being served with the 10 Day Notice on January 14, 2010 they were over-holding the property beyond January 24, 2010. Further, I accept the landlord's testimony that the tenants did not remove all of their possessions and garbage upon vacating the property. In light of these violations by the tenants, I find the landlord suffered a loss of rent for the month of February 2010 due to the tenants' actions and the landlord is entitled to recover this loss from the tenants. I award the landlord loss of rent of \$1,400.00 for the month of February 2010.

As the landlord was successful with this application, I award the filing fee to the landlord. I provide for the landlord with this decision a Monetary Order in the total amount of \$2,850.00 including the filing fee.

The landlord must serve the Monetary Order upon the tenants and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

### Conclusion

The landlord was successful in this application and has been provided a Monetary Order in the amount of \$2,850.00 to serve upon the tenants.

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: March 17, 2010.

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Dispute Resolution Officer