

## **Decision**

**Dispute Codes:** MNR, MND, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent, compensation for damage to the unit, compensation for damage or loss under the Act, regulation or tenancy agreement, and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony. As the tenant has now vacated the unit, the landlord withdrew his earlier application for an order of possession.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

There is no written tenancy agreement in evidence for the month-to-month tenancy which began sometime in March 2008. The parties entered into a verbal agreement whereby rent in the amount of \$1,000.00 would be paid in advance on the first day of each month. No move-in condition inspection report was completed.

The landlord testified that payment of rent was frequently late, but that no payment of rent whatsoever was made for November & December 2009, January, February, March or April 2010. The landlord issued a 10 day notice to end tenancy for unpaid rent dated April 9, 2010. The notice was served by posting on the tenant's door on the following day, April 10, 2010. Thereafter, the tenant made no payment toward rent and vacated the unit toward the end of April 2010. No move-out condition inspection report was

completed. The landlord's understanding is that the tenant currently resides with his parents.

Evidence submitted by the landlord includes, but is not limited to, photographs taken from around the outside of the unit. In addition to unpaid rent, in his application the landlord seeks compensation for late payment of rent and the cost for repairs to certain damage to the unit.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated April 9, 2010. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant subsequently vacated the unit toward the end of April 2010.

I further find that the parties entered into a verbal agreement whereby the monthly rent was \$1,000.00. On the basis of the landlord's affirmed and undisputed testimony, I find that the tenant did not pay rent for any of the 6 months from (and including) November 2009 to April 2010, inclusive.

As for the monetary order, therefore, I find that the landlord has established a claim of \$6,050.00. This is comprised of \$6,000.00 in unpaid rent (6 x \$1,000.00) in addition to the \$50.00 filing fee.

In the absence of a written tenancy agreement which includes provision for payment of a fee for late payment of rent, I hereby dismiss this aspect of the landlord's application.

In the absence of receipts or any other clearly supportive documentation, I hereby dismiss the landlord's application for compensation for repairs to damage to the unit.

### **Conclusion**

Pursuant to section 60 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$6,050.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 2, 2010

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Dispute Resolution Officer