



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and loss of rent. The tenant did not appear at the hearing. The landlord testified that the tenant was served with notice of this hearing and the landlord's amended application by registered mail sent to the rental unit on June 15, 2010. The landlord testified the tenant was in possession of the rental unit until early July 2010. I was satisfied the landlord sufficiently served the tenant with notification of this hearing and I proceeded to hear from the landlord without the tenant present.

As the landlord testified that she has regained possession of the rental unit an Order of Possession is no longer required and I do not provide one with this decision. The landlord also requested the monetary claim be reduced to exclude the landlord's claim for loss of rent for August 2010. I accepted the landlord's request for an amendment to reduce the monetary claim.

### Issues(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent and loss of rent?

### Background and Evidence

The landlord provided the following undisputed evidence. The tenant was provided occupancy of the rental unit March 20, 2010 in order to do some painting and in

exchange no rent was payable until April 1, 2010. The verbal tenancy agreement was that the tenant would pay rent of \$700.00 on the 1<sup>st</sup> day of every month starting April 1, 2010. No security deposit was collected from the tenant. The tenant did not pay rent on April 1, 2010. On April 21, 2010 the Ministry issued a cheque for \$660.00 to the landlord indicating rent owed for April. On May 21, 2010 the landlord issued a 10 Day Notice indicating rent of \$740.00 was outstanding as of May 1, 2010 and the landlord's witness posted it on the rental unit door on May 22, 2010. On June 2, 2010 the landlord sent the tenant a registered letter advising the tenant of the rental arrears. On June 23, 2010 the Ministry issued a cheque to the landlord in the amount of \$700.0 indicating rent for June 2010. In early July 2010 the tenant's aunt and cousin removed the tenant's possessions from the rental unit and on July 5, 2010 the tenant sent a fax to the landlord indicating the landlord could take possession of the rental unit. The landlord has regained possession of the rental unit, cleaned the rental unit and has it re-rented as of August 1, 2010.

The landlord is seeking to recover unpaid rent and loss of rent for the following amounts:

April 2010	\$ 40.00
May 2010	700.00
July 2010	700.00
Filing fee	<u>50.00</u>
Total claim	\$ 1,490.00

The landlord provided the following documentary evidence: copies of the Notice to End Tenancy, Proof of Service of the Notice to End Tenancy, the cheque stubs received from the Ministry, and the registered letter and registered mail receipt issued June 2, 2010.

### Analysis

The Act provides that a tenant must pay rent in accordance with the terms of the tenancy agreement. The definition of a tenancy agreement includes an oral agreement. Based upon the evidence before me, I am satisfied the tenant was required to pay the landlord rent of \$700.00 per month starting April 1, 2010 and that the landlord received only two payments on behalf of the tenant in the amounts of: \$660.00 for April and \$700.00 for June. I am further satisfied the tenant did not give the landlord written notice to end the tenancy and the tenant did not return possession of the rental unit to the landlord until July 2010.

In light of the above, I find the landlord is entitled to the monetary compensation sought and I award the landlord \$1,490.00 including recovery of the filing fee.

I provide the landlord with a Monetary Order in the amount of \$1,490.00 to serve upon the tenant and enforce in Provincial Court (Small Claims).

### Conclusion

The landlord was successful in establishing an entitlement to recover \$1,490.00 from the tenant and I provide a Monetary Order in that amount to the landlord to serve upon 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 30, 2010.

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Dispute Resolution Officer