



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing was scheduled to deal with a 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 provided a registered mail receipt and tracking information to show that the hearing documents were sent to the tenant via registered mail at the rental unit, while the tenant was still in possession of the rental unit. I was satisfied the tenant has been sufficiently served with notice of this proceeding and I continued to hear from the landlord without the tenant present.

The landlord's caretaker testified that the tenant has recently returned possession and keys to the rental unit. As an Order of Possession is no longer required I do not provide one with this decision.

Although the landlord filed this Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* I heard that the landlord owns both the manufactured home and the rental site which were rented together to the tenant. In such circumstances, the *Residential Tenancy Act* applies to the tenancy agreement and I have amended the Application accordingly.

### Issue(s) to be Decided

Has the landlord established an entitlement to compensation for unpaid and/or loss of rent?

### Background and Evidence

The tenant had been residing on the property under a pre-existing tenancy agreement when the current owner acquired the property. There is no written tenancy agreement and a security deposit was not paid. The tenant was required to pay rent of \$345.00 on the 1<sup>st</sup> day of every month. The tenant failed to pay rent for August 2013. The landlord

issued a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice). The Notice indicates rent of \$345.00 was outstanding as of August 1, 2013 and has stated effective date of August 14, 2013. The caretaker testified that he personally served the Notice upon the tenant on August 4, 2013. The tenant did not pay the outstanding rent and did not vacate the property until just last week.

The landlord is seeking to recover unpaid rent for August 2013 and loss of rent for September 2013 in the total amount of \$690.00. The landlord testified that he has not yet re-rented the unit.

### Analysis

Under the Act a tenant is required to pay rent when due in accordance with their tenancy agreement. By definition, a tenancy agreement includes an oral or verbal tenancy agreement. I accept the evidence before me that the tenant was required to pay rent of \$345.00 on the 1st day of every month under a tenancy agreement.

Where a tenant does not pay rent the landlord is at liberty to issue a 10 Day Notice to End Tenancy. When a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to section 46(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

I accept the evidence before me that the landlord served the tenant with a 10 Day Notice on August 4, 2013. Since the tenant did not pay the outstanding rent or dispute the Notice within five days of receiving the Notice I find the tenancy ended on August 14, 2013 and the tenant was required to vacate the unit by that date. I accept the evidence before me that the tenant did not vacate the rental unit by August 14, 2013 and vacated only last week, further violating the Act.

Based upon everything presented to me, I find the landlord entitled to recover unpaid rent for August 2013 and since the tenant did not vacate the rental unit when required to do so under the Act I find the tenant's actions caused the landlord to suffer a further loss of rent for the month of September 2013. Therefore, I grant the landlord's request to recover \$690.00 from the tenant. I further award the landlord the \$50.00 filing fee paid for this Application.

Conclusion

The landlord has been provided a Monetary Order in the total amount of \$740.00 to serve upon the tenant and enforce as necessary.

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: September 17, 2013

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Residential Tenancy Branch

