



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with a landlord's application for an Order of Possession and Monetary Order for unpaid rent. The tenant did not appear at the hearing. The landlord provided a registered mail receipt, including tracking number, and copy of the envelope to show that the hearing package was sent to the tenant on November 26, 2016 at the rental unit address. The registered mail was returned to the landlord as the tenant did not pick up the mail. The landlord confirmed that the tenant was still occupying the rental unit at that time. Based upon the evidence before me I accepted that the landlord served the tenant in a manner that complies with the Act. Accordingly, I deem the tenant to be in receipt of the hearing package five days after mailing pursuant to section 90 of the Act.

The landlord testified that the Application for Dispute Resolution he served upon the tenant indicated the Monetary Order sought by the landlord was \$900.00 and included unpaid rent for December 2016. I noted that the Application indicated the landlord was seeking a Monetary Order for \$500.00. The landlord explained that when he picked up the hearing packages from the Service BC office the amount was changed; he initialled the change; and, sent the tenant an Application with the amended amount. I accepted the landlord's testimony and I have considered the landlord's amended claim of \$900.00.

The landlord also testified that as of mid-December 2016 he determined the rental unit was abandoned by the tenant and the landlord no longer requires an Order of Possession. Accordingly, I do not provide an Order of Possession with this decision.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid and/or loss of rent for the months up to and including December 2016?

Background and Evidence

The parties entered into a verbal tenancy agreement that started at the beginning of October 2016. The landlord did not collect a security deposit. The tenant was required to pay a monthly rent of \$400.00 on the first day of every month. The rental unit is a room in a house which the landlord operates as a rooming house. The landlord does not reside at the house.

The landlord submitted that the tenant paid only \$300.00 toward rent for the month of October 2016, leaving an outstanding balance of \$100.00. The landlord submitted that the tenant did not pay any rent for November 2016.

The landlord submitted that on November 10, 2016 he posted a 10 Day Notice to End Tenancy for Unpaid Rent on the door of the rental unit. The 10 Day Notice indicates the tenant owed \$500.00 in rent as of November 1, 2016.

The landlord testified that in mid-December 2016 he determined the rental unit had been abandoned and he took possession of the rental unit. As of this date the room remains unrented.

The landlord seeks to recover unpaid rent of \$900.00 for the months up to and including December 2016.

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. The definition of tenancy agreement includes agreements entered into orally with respect to possession of a rental unit.

Under section 45 of the Act, in order for a tenant to bring a periodic tenancy to an end the tenant must give the landlord at least one full month of written notice.

I accept the unopposed evidence before me that the tenant was required to pay rent of \$400.00 on the first day of every month under the terms of the oral tenancy agreement. I also accept the unopposed evidence before me that the tenant failed to pay \$100.00 of the rent for October 2016 and \$400.00 in rent for November 2016. I find the landlord entitled to recover this unpaid rent from the tenant.

Although the tenancy legally ended in November 2016 pursuant to the 10 Day Notice, I find the landlord entitled to recover loss of rent from the tenant for the month of

December 2016 since the tenant did not bring the tenancy to an end in a manner that complies with section 45 of the Act and did not return possession of the rental unit to the landlord before abandoning it.

In light of all of the above, I grant the landlord's request to recover \$900.00 from the tenant for unpaid and/or loss of rent for the months up to and including December 2016. I further award the landlord recovery of the \$100.00 filing fee paid for this Application. Accordingly, I provide the landlord with a Monetary Order in the sum of \$1,000.00 to serve and enforce upon the tenant.

Conclusion

The landlord has been provided a Monetary Order in the total amount of \$1,000.00 to serve and enforce 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: January 05, 2017

Residential Tenancy Branch