



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNRL FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for an order of possession based on an undisputed 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice), for a monetary order for unpaid rent or utilities, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated February 21, 2020 (Notice of Hearing), application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence were served on the tenant personally on February 23, 2020 at 5:38 p.m. at the rental unit and that the tenant accepted the paperwork and vacated the rental unit on February 28, 2020. Given the above, I find this application to be unopposed by the tenant as I find the tenant was duly served on February 23, 2020 and did not attend the hearing.

Preliminary and Procedural Matters

The landlord confirmed that they no longer required an Order of Possession as the tenant vacated the rental unit on February 28, 2020. As a result, I will not consider the tenant's application for an Order of Possession.

The landlord testified that in addition to the rent owed for February 2020, the landlord suffered a loss of rent for March 2020. As a result, the landlord requested to amend the application to include a rental loss for March 2020. If find this request to amend the application does not prejudice the respondent tenant as the tenant would be aware that rent is due pursuant to the tenancy agreement on March 1 2020 and did not vacate the rental unit until just a few days prior to that due date, therefore, I amend the application to include \$840.00 for March 2020 loss of rent also pursuant to section 64(3)(c) of the Act.

The landlord confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. The decision will be mailed to the tenant by regular mail as the landlord did not have an email address for the tenant.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

The landlord confirmed that there was no written tenancy agreement. The landlord testified that an oral agreement was formed and that a month to month tenancy began about 6.5 years ago and that the most recent monthly rent amount was \$840.00 per month and was due on the first day of each month. The landlord stated that the tenant did not pay a security deposit or pet damage deposit.

The landlord is seeking unpaid rent of \$840.00 for February 2020, loss of rent for March 2020 of \$840.00, plus the \$100.00 filing fee. The landlord stated that the tenant eventually vacated the rental unit on February 28, 2020.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, and as noted above, I consider this matter to

be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$1,780.00**, which includes the recovery of the cost of the filing fee pursuant to section 72 of the Act in the amount of \$100.00 as the landlord's application is successful. I have considered the undisputed testimony of the landlord and that the application was unopposed by the tenant.

I find the tenant breached section 26 of the Act by failing to pay \$840.00 for February 2020 rent. I find that by failing to vacate the rental unit until February 28, 2020, the landlord suffered a loss of rent for March 2020 as claimed.

I grant the landlord a monetary order pursuant to section 67 of the Act, for the amount owing by the tenant to the landlord of **\$1,780.00**.

I caution the tenant to comply with section 26 of the Act in the future, which requires rent to be paid on the date that it is due.

I caution the landlord to comply with section 13.1 of the Act in the future, which requires all tenancy agreements to be in writing.

Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the Act, in the amount owing of \$1,780.00. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to the landlord and sent by regular mail to the tenant. The monetary order will be emailed to the landlord only for service on the tenant.

The landlord has been cautioned to comply with section 13.1 of the Act. The tenant has been cautioned to comply with section 26 of the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 23, 2020