



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67; I am satisfied that the landlord sought loss of revenue in his application.
3. An Order to retain the security - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The tenant still resides in the rental unit.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on October 01, 2010. Rent in the amount of \$650 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$325. The tenant failed to

pay rent in the month of January 2011 and on January 02, 2011 the landlord served the tenant with a notice to end tenancy for non-payment of rent. As this hearing was conducted on the last day of January 2011, the landlord requested loss of revenue for February 2011 in the amount of \$650. The landlord also claims \$25 late fee as stipulated in the Tenancy Agreement. The quantum of the landlord's monetary claim is for **\$1325**.

### **Analysis**

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I find that the landlord has established a monetary claim for **\$650** in unpaid rent and **\$25** for the late fee for January 2011. *With respect to the landlord's claim for loss of revenue for February 2011, I am satisfied that the landlord will not be able to rent the unit for February 01, 2011. I grant the landlord one half month's rent in the amount of \$325 for the first half of February 2011. If the landlord can prove that they are unable to rent the unit from February 15 to 28, the landlord is at liberty to reapply.* The landlord is entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1050**. The security deposit will be off-set from the award made herein.

### ***Calculation for Monetary Order***

Rental Arrears	\$650.00
Loss of rent revenue	325.00
Late fee for January 2011	25.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-325.00
<b>Total Monetary Award</b>	<b>\$725.00</b>

### **Conclusion**

**I grant** an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this **Order of Possession**.

Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

**I order** that the landlord retain the **deposit** and interest of \$325 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$725**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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*.