



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNSD, MNR, MNDC, FF

Introduction

This is the Landlords' application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; to apply the security deposit towards their monetary award, and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she served each of the Tenants with the Notice of Hearing documents and copies of her documentary evidence by registered mail to the rental unit on May 11, 2011. The Landlord provided copies of the registered mail receipts and tracking numbers in evidence.

I accept the Landlord's affirmed testimony and documentary evidence that she served the Tenant with the Notice in accordance with the provisions of Section 89(1)(c) of the Act. Service in this manner is deemed to be effected 5 days after mailing the documents. In spite of being served with the documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

Issue(s) to be Decided

- (1) Is the Landlord entitled to an Order of Possession?
- (2) Is the Landlord entitled to a monetary order for unpaid rent for the month of May, 2011 and loss of revenue for the month of June, 2011?

Background and Evidence

The Landlord testified that she posted the Notice to End Tenancy to the Tenants' door at 1:30 p.m. on May 2, 2011, with a witness present. A copy of the Notice, along with a Proof of Service document, was provided in evidence. The Notice is for \$780.00 in unpaid rent that was due on May 1, 2011. The Notice gives an effective date of May 13, 2011.

The tenancy began on November 1, 2008. A copy of the tenancy agreement was provided in evidence. The Tenants paid a security deposit in the amount of \$410.00 on October 29, 2008.

The Landlord gave the following testimony

Monthly rent is currently \$880.00 per month, due on the first day of each month. The Tenants receive a subsidy of \$100.00, which is paid to the Landlord by a third party. The Landlord received the subsidy for May and June, 2011. The Tenants owe partial rent for the month of May, 2011 in the amount of \$780.00. The Landlord seeks loss of revenue for the month of June, 2011 in the amount of \$780.00. The Tenants may have moved out of the rental unit, but the Landlord is not certain. The Tenants have left belongings in the rental unit and have not returned all of the keys.

Analysis

I accept the Landlord's testimony that the Tenants were duly served with the Notice to End Tenancy in accordance with the provisions of Section 88(g) of the Act. Section 90 of the Act deems such service to be effected 3 days after posting the document.

The Tenants did not pay the rental arrears or dispute the Notice to End Tenancy within 5 days of being served with the Notice to End Tenancy. Pursuant to Section 46(5) of the Act, the Tenants are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. An incorrect date on a Notice to End Tenancy

automatically corrects, pursuant to the provisions of Section 53 of the Act. In this case, the effective end to the tenancy was May 15, 2011.

Therefore, the Landlord is entitled to an Order of Possession and I make that order **effective 2 days after service of the Order upon the Tenants.**

Based on the undisputed testimony of the Landlord and the absence of any evidence to the contrary from the Tenants, the Landlords have established their claim, as follows:

Unpaid rent for May 2011	\$780.00
Loss of revenue for June, 2011	<u>\$780.00</u>
TOTAL:	\$1,560.00

Pursuant to the provisions of Section 72 of the Act, the Landlords may apply the security deposit, together with accrued interest, in partial satisfaction of their monetary claim. Interest in the amount of \$1.08 has accrued on the security deposit.

The Landlords have been successful in their application and are entitled to recover the cost of the filing fee from the Tenants

I hereby provide the Landlords with a monetary order against the Tenants, calculated as follows:

Rent arrears and loss of rent	\$1,560.00
Recovery of cost of filing fee	\$50.00
Less security deposit and interest	<u><\$411.08></u>
TOTAL amount due to Landlords after set off	\$1,198.92
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Conclusion

I hereby provide the Landlord an Order of Possession **effective two days from service of the Order upon the Tenant.** This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord a Monetary Order in the amount of **\$1,198.92** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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*.

Dated: June 06, 2011.

Residential Tenancy Branch