

## **DECISION**

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

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; to apply the security deposit towards its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that he served the Tenant with the Notice of Hearing documents by registered mail, sent April 12, 2011, to the Tenant at the rental unit. The Landlord's agent provided the tracking number of the registered mail documents.

I accept the Landlord's agent's affirmed testimony that the Tenant was served with the Notice of Hearing Package in accordance with the provisions of Section 89(1)(c) of the Act. In spite of being served with the documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his 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 April and loss of rent for the month of May, 2011?

### **Background and Evidence**

The Landlord's agent testified that he served the Notice to End Tenancy upon the Tenant by registered mail sent April 1, 2011 to the rental unit.

A copy of the tenancy agreement was provided in evidence, along with a client ledger indicating payments made over the term of the tenancy. Monthly rent is currently \$1,810.00 per month, due on the first day of each month. The Tenant paid a security deposit in the amount of \$850.00 at the beginning of the tenancy.

The Landlord's agent testified that the Tenant has not paid any rent since he was served with the Notice to End Tenancy and that the Tenant remains in the rental unit.

### **Analysis**

Rent under this tenancy is due on the first day of each month. The Landlord issued a Notice to End tenancy on the first day, which is premature. The earliest date the Landlord could have issued a Notice to End Tenancy for unpaid rent for April would have been April 2, 2011. Therefore I cannot uphold the Notice because at the time it was issued no rent was due.

The Landlord's application is dismissed. The Landlord is at liberty to issue a new Notice to End Tenancy should it so desire.

### **Conclusion**

The Landlord's application is dismissed.

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: May 09, 2011.

---

Residential Tenancy Branch