



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR; MNR; FF

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that the Notice of Hearing documents were mailed to the Tenants, via registered mail, to the rental unit on April 25, 2011. The Landlord provided a tracking numbers for the documents.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenants were duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

### **Preliminary Matter**

At the outset of the Hearing, the Landlord testified that the Tenants moved out of the rental unit on or about May 10, 2011, without leaving a forwarding address. Therefore the Landlord has taken back possession of the rental unit and an Order of Possession is no longer required. This portion of his application is dismissed.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for unpaid rent?

### **Background and Evidence**

Monthly rent was \$685.00.00, due the first day of each month. The Tenants paid a security deposit in the amount of \$340.00 on December 15, 2010.

The Tenants did not pay rent on March 1, 2011. On March 20, at 4:00 p.m., the Landlord served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenants' door at the rental unit, with a witness present,.

The Tenants have not paid any money to the Landlord for March or April rent. The Landlord also seeks loss of revenue for the month of May, 2011. The Landlord asked to retain the security deposit in partial satisfaction of his monetary claim.

### **Analysis**

Based on the affirmed testimony of the Landlord, and in the absence of any evidence from the Tenant, I accept that the Landlord served the Tenants with the Notice to End Tenancy by posting the Notice on the Tenants' door on March 20, 2011. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents. Therefore, I find that the tenancy ended on April 2, 2011. I accept the Landlord's testimony that the Tenants did not pay any of the arrears and that they moved out of the rental unit on or about May 10, 2011.

The Landlord has established a monetary claim for unpaid rent for the months of March and April and loss of revenue for the month of May, 2011.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in his application and is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

The Landlord has established a monetary claim as follows:

Unpaid rent for March and April, 2011	\$1,370.00
Recovery of the filing fee	\$50.00
Subtotal	\$2,105.00
Less security deposit	- \$340.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,765.00</b>

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of \$1,785.00 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: May 20, 2011.

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Residential Tenancy Branch