



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and authority to retain the security deposit. The tenants did not appear at the hearing. The landlord provided registered mail receipts as proof the hearing documents were sent to each tenant at the rental unit on June 14, 2011. Due to the postal disruption, the landlord also personally served the hearing documents upon one of the tenants (referred to by initials MC) on June 25, 2011. Mail service resumed June 28, 2011 and I am satisfied that the tenants have been sufficiently served with notification of this hearing. Therefore, I proceeded to hear from the landlord without the tenants present.

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 and loss of rent for the months of April through July 2011?
3. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenancy commenced December 15, 2010 and the tenants paid a \$575.00 security deposit. The tenants are required to pay rent of \$1,150.00 on the 1st day of every month. The tenants failed to pay \$320.84 of April's rent and were short \$671.92 for May's rent. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on May 4, 2011 indicating \$992.76 was outstanding as of May 1, 2011 and has an effective date of May 15, 2011. The Notice was personally served upon tenant MC on May 4, 2011 in the presence of a witness. The tenants did not pay the outstanding rent or dispute the Notice. The tenants did not pay any monies for June or July 2011 and continue to occupy the rental unit.

The landlord is seeking to recover the unpaid rent of \$992.76 for April and May as well as loss of rent for June and July 2011 for a total claim of \$3,292.76.

The landlord provided a copy the 10 Day Notice, a signed Proof of Service of the 10 Day Notice, and registered mail receipts as documentary evidence for this hearing.

Analysis

When a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to section 46(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

I am satisfied the tenants were served with a 10 Day Notice on May 4, 2011. Since the tenants did not pay the outstanding rent or dispute the Notice I find the tenancy ended on the stated effective date of May 15, 2011 and the landlord is entitled to regain possession of the rental unit. Provided with this decision is an Order of Possession effective two (2) days after service upon the tenants. If the tenants do not comply with the Order of Possession the landlord may enforce it in The Supreme Court of British Columbia as an Order of that court.

I find the landlord entitled to recover unpaid rent of \$992.76 for the months of April and May 2011. I also award the landlord loss of rent for the months of June and July 2011 in the amount of \$1,150.00 for each month.

I authorize the landlord to retain the tenants' security deposit in partial satisfaction of the rent owed the landlord. I also award the landlord the filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order calculated as follows:

April rent	\$ 320.84
May rent	671.92
June loss of rent	1,150.00
July loss of rent	1,150.00
Filing fee	50.00
Less: security deposit	<u>(575.00)</u>
Monetary Order	\$ 2,767.76

The landlord must serve the Monetary Order upon the tenants and may enforce it in Provincial Court (Small Claims) as necessary.

Conclusion

The tenancy has ended and the landlord has been provided an Order of Possession effective two (2) days after service upon the tenants. The landlord has been authorized to retain the security deposit and has been provided a Monetary Order for the balance of \$2,767.76 to serve upon the tenants.

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: July 06, 2011.

Residential Tenancy Branch