



# Dispute Resolution Services

Page: 1

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 loss of revenue; and to recover the cost of the filing fee from the Tenants.

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

The Landlord's agent testified that she attempted to leave the Notice of Hearing documents and documentary evidence with the Tenants on June 17, 2011, at the rental unit, but the Tenants refused service and stated that they would be moving out. The Tenants did not tell the Landlord's agent when they would be moving.

The Landlord's agent testified that, because of the Canada Post mail strike, she attempted to serve them by courier on June 18, 2011. The Landlord provided a copy of the courier waybill in evidence. The Landlord's agent testified that the courier made 3 attempts to deliver the documents to the Tenants: June 21, 2011 @ 4:20 p.m.; June 22, 2011 @ 5:19 p.m.; and June 23 @ 6:34 p.m. The Tenants were not available and did not attempt to pick up the documents from the courier.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, pursuant to the provisions of Section 72 of the Act, I find that the Tenants were sufficiently served for the purposes of the Act. 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's agent testified that the Tenants moved out of the rental unit on June 30, 2011, without advising the Landlord. Therefore, the

Landlord no longer requires an Order of Possession and this portion of the Landlord's application is dismissed.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for unpaid rent for June and loss of revenue for July, 2011?

### **Background and Evidence**

The Landlord's agent gave the following testimony and evidence:

The Landlord provided a copy of the tenancy agreement in evidence. Monthly rent is \$1,000.00 per month, due the first day of each month. The Tenants paid a security deposit in the amount of \$500.00 on March 2, 2011. The Landlord's agent asked to apply the security deposit towards any monetary award provided.

The Tenants did not pay rent for June, 2011, and the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent in the amount of \$1,000.00 (the "Notice") on June 2, 2011. A copy of the Notice was provided in evidence.

On June 2, 2011, at 3:05 p.m., the Landlord's agent served the Tenant by posting the Notice on the Tenants' door at the rental unit. The Landlord provided a Proof of Service document in evidence.

The Tenants paid the Landlord \$200.00 on June 28, 2011. The Landlord gave the Tenants a receipt for "use and occupancy only". Therefore, the Tenants still owe \$800.00 for June rent.

The Landlord seeks loss of revenue in the amount of \$1,000.00 for the month of July, 2011, because the Tenants moved out on June 30, 2011 and did not advise the Landlord of the date they were moving.

**Analysis**

I accept that the Landlord served the Tenants with the Notice to End Tenancy by posting the Notice on the Tenants' door on June 2, 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. The Tenant did not pay all of the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to Section 46(5) of the Act, the Tenants are conclusively presumed to have accepted that the tenancy ended on June 15, 2011. Based on the affirmed testimony of the Landlord's agent, I find that the Landlord has established its monetary claim for loss of rent for June, 2011, in the amount of \$800.00.

The Tenants did not advise the Landlord that they were moving out of the rental unit on June 30, 2011. Therefore, I find that the Landlord was not free to re-rent the rental unit for July 1, 2011, and the Landlord is entitled to loss of revenue for the month of July, 2011.

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

The Landlord has been successful in its 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 June, 2011	\$800.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,850.00
Less security deposit	<u>- \$500.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,350.00</b>

**Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of **\$1,350.00** for service upon the Tenants. This Order must be served on the Tenants and 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: July 12, 2011.

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Residential Tenancy Branch