

DECISION

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

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; to retain the security deposit in partial satisfaction of its monetary claim; 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 he served each of the Tenants with the Notice of Hearing documents by handing the documents to the Tenants at the rental unit on November 14, 2011.

Based on the affirmed testimony of the Landlord's agent, I am satisfied that both of the Tenants were duly served with the Notice of Hearing. 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

The rental unit is a motel room and therefore it is necessary to determine whether or not this matter falls within the jurisdiction of the Residential Tenancy Act (the "Act"). Section 4(e) of the Act provides that the Act does not apply to living accommodation occupied as vacation or travel accommodation.

The Landlord's agent provided the following testimony with respect to jurisdiction:

- This is a month-to-month tenancy. The Tenants moved into the rental unit on July 14, 2011.
- Monthly rent is \$800.00, due on the first day of each month.
- The Tenants paid a security deposit in the amount of \$400.00 at the beginning of the tenancy.
- The Landlord provides receipts for rent paid in cash. Monthly rent does not include taxes.

Based on the affirmed testimony of the Landlord's agent, I find that the Residential Tenancy Act applies to this tenancy and therefore this matter can proceed.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

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

The Tenants paid prorated rent for July on July 14, 2011. The Tenants paid rent for the month of August, but not until August 10, 2011. September's rent was paid on September 6, 2011. October's rent was paid as follows: \$500.00 on October 1, 2011; \$200.00 on October 9, 2011; and \$100.00 on October 13, 2011. The Tenants have not paid any rent for the month of November, 2011.

The Landlord's agent testified that the Tenants have dogs which have fleas and that the rental unit will require some time to prepare for subsequent tenants.

On November 2, 2011, the Landlord's agent served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenant's door at the rental unit. The Tenants have not moved out of the rental unit.

The Landlord's agent requested a Monetary Order for unpaid rent and loss of revenue for the month of December, 2011.

Analysis

I accept the Landlord's undisputed testimony that the Landlord served the Tenants with the Notice to End Tenancy by posting the Notice on the Tenants' door on November 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 Tenants 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 November 15, 2011. I find that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenants.

The Landlord's Application for Dispute Resolution clearly indicates that the Landlord is seeking loss of revenue for the month of December, 2011, and therefore I am satisfied that the Tenants are aware of this portion of the Landlord's claim. The Tenants, though duly served with Notice of today's Hearing, did not sign into the conference to provide their submissions with respect to the Landlord's claim for loss of revenue. Based on the Landlord's agent's undisputed testimony, I find that the Landlord is entitled to a monetary award for unpaid rent and loss of revenue in the total amount of \$1,600.00.

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.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Unpaid rent and loss of revenue	\$1,600.00
Subtotal	\$1,650.00
Less security deposit	- \$400.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,250.00

Conclusion

I hereby provide the Landlord an Order of Possession effective **2 days after service of the Order upon the Tenants**. This Order 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 \$1,250.00 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: December 01, 2011.

Residential Tenancy Branch