



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR; MNR; MNDC; 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 Tenant.

The parties gave affirmed testimony at the Hearing.

Preliminary Matters

At the outset of the Hearing, I advised the parties that there was no copy of the 10 Day Notice to End Tenancy (the "Notice") on the file. The Landlord's agent testified that he had provided a copy of the Notice when he filed his Application for Dispute Resolution. I allowed the Landlord's agent to fax in a copy of the Notice and the Hearing proceeded.

The Landlord had ticked off the box "to keep all the pet damage or security deposit" on his Application for Dispute Resolution. The Landlord's agent stated that a security deposit was required, but the Tenant did not pay it. He stated that he had ticked that box in error. The Tenant agreed that she had not paid a security deposit. I amended the Landlord's Application to strike out that portion.

The Landlord noted in the "Details of Dispute" section of its Application that it was also seeking loss of revenue for December, 2011. I amended the Landlord's Application accordingly to include an application "for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement".

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent for November and loss of revenue for December, 2011?

Background and Evidence

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

The Landlord's agent testified that the tenancy began approximately 6 months ago. Monthly rent is \$440.00 per month, including utilities, due the first day of each month.

The Landlord's agent testified that the Tenant paid only part of November's rent when it was due, in the amount of \$50.00. He stated that on November 20, 2011, he served the Tenant with the Notice, by handing the Notice to the Tenant at the rental unit.

The Landlord's agent stated that no rent has been paid since the Notice was issued. The Landlord's agent requested a monetary order for unpaid rent and loss of rent, as follows:

Unpaid rent for November, 2011	\$380.00
Loss of revenue for December, 2011	<u>\$430.00</u>
TOTAL	\$810.00

The Tenant gave the following testimony:

The Tenant stated that the tenancy started on April 5, 2011. She concurred with the remainder of Landlord's agent's testimony, with the exception of the date that she was served with the Notice. She stated that the Landlord's agent served her with the Notice on November 21, 2011, not November 20, 2011 as stated by the Landlord's agent.

The Tenant stated that she was not disputing the Notice.

Analysis

This is an uncontested Notice to End Tenancy. Whether the Landlord served the Tenant with the Notice on November 20 or 21, 2011, pursuant to the provisions of Section 46(5) of the Act, I find that the tenancy ended on November 30 or December 1, 2011 and therefore the Landlord is entitled to an Order of Possession **effective 2 days after service of the Order upon the Tenant.**

Based on the testimony of both parties, the Landlord's agent has established a monetary award for unpaid rent and loss of revenue for the months of November and December, 2011, in the total amount of **\$810.00.**

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

Conclusion

I hereby provide the Landlord an Order of Possession effective 2 days after service of the Order upon the Tenant. 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 **\$860.00** against the Tenant. This Order must be served on the Tenant 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: December 19, 2011.

Residential Tenancy Branch