



# Dispute Resolution Services

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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 Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the rental unit on October 21, 2011. The Landlord provided a copy of the receipt and tracking numbers in evidence.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was 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 Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

### **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:

A copy of the tenancy agreement was provided in evidence. Monthly rent is \$625.00 per month, due the first day of each month.

The Landlord's agent testified that on October 2, 2011, at 11:00 a.m., the Landlord's agent served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenant's door at the rental unit. A certificate of service was provided in evidence, which is signed by a witness.

The Landlord's agent testified that the Tenant paid the outstanding rent for October on or about October 31, 2011. He stated that the Landlord did not reinstate the tenancy. The Landlord stated that the Tenant gave the Landlord \$425.00 for use and occupancy of the rental unit on November 2, 2011. The Landlord's agent requested a monetary order for loss of revenue for the remainder of November in the amount of \$200.00. The Landlord's agent stated that he did not wish to set off a portion of the security deposit in satisfaction of the Landlord's monetary award.

### **Analysis**

I accept that the Landlord's evidence that the Tenant was served with the Notice to End Tenancy by posting the Notice on the Tenant's door on October 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. I also accept the undisputed testimony of the Landlord's agent that the Landlord did not reinstate the tenancy when the Tenant paid money to the Landlord on October 31, 2011 or November 2, 2011.

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 Tenant is conclusively presumed to have accepted that the tenancy ended on October 15, 2011. 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 the Landlord's agent, I find that the Landlord has established a monetary award for loss of revenue for the month of November, 2011 in the amount of \$200.00.

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 **\$250.00** for service upon the Tenant. 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: November 15, 2011.

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Residential Tenancy Branch