

## **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 his monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenant with the Notice of Hearing documents on December 29, 2011 at the rental unit.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents pursuant to the provisions of Section 89(1)(a) of the Act. 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 gave the following testimony and evidence:

A copy of the tenancy agreement was provided in evidence. This tenancy began on February 15, 2011. The Tenant paid a security deposit in the amount of \$475.00 and a pet damage deposit in the amount of \$200.00 at the beginning of the tenancy.

The Tenant fell behind in paying the rent. On December 21, 2011, the Landlord served the Tenant with a *10 Day Notice to End Tenancy for Unpaid Rent* (the "Notice") by handing the Notice to the Tenant at the rental unit. A copy of the Notice was provided in evidence.

The Landlord testified that the Tenant owed \$3,130.00 in unpaid rent on December 21, 2011, calculated as follows:

Date	Amount due	Amount paid	Running balance
October 1, 2011	\$1,000.00		\$1,830.00
November 1, 2011 (Landlord agreed to rent reduction)	\$950.00		\$2,780.00
November 24, 2011		\$300.00	\$2,480.00
December 1, 2011	\$950.00		\$3,430.00
December 9, 2011		\$300.00	\$3,130.00

The Landlord testified that the Tenant has not paid anything towards the outstanding rent and remains in the rental unit. He asked for loss of revenue for the month of January, 2012.

### **Analysis**

Based on the affirmed testimony of the Landlord, I find that the Tenant was served with the Notice on December 21, 2011 and that she did not pay all of the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to the provisions of Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on December 31, 2011. I find that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenant.

I find that the Landlord is entitled to a monetary award for unpaid rent in the amount of \$3,130.00 and loss of revenue for January, 2012, in the amount of \$950.00.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlord may apply the security deposit and pet damage deposit towards partial satisfaction of his monetary award.

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

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

Unpaid rent	\$3,130.00
Loss of revenue	\$950.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$4,130.00
Less security and pet damage deposits	<u>- \$675.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$3,455.00</b>

### **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 **\$3,455.00** 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: January 13, 2012.

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Residential Tenancy Branch