

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, utilities and loss of revenue; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he personally served the Tenants with the Notice of Hearing documents on July 1, 2012, at the rental unit.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenants were duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their 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. Monthly rent is \$1,550.00 per month, due the first day of each month. Rent does not include utilities. The Tenants paid a security deposit in the amount of \$500.00 on March 1, 2010.

The Landlord testified that the Tenants did not pay June's rent when it was due and that they also owed \$50.00 for water from May, 2012. He testified that he issued and served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on June 12, 2012. A copy of the Notice was provided in evidence.

The Landlord testified that the Tenants paid \$700.00 of the outstanding rent about a week after he issued the Notice and promised that they would pay the remainder but have not. He stated that rent remains unpaid for July, 2012, as well. The Landlord testified that the Tenants remain in the rental unit.

Analysis

I accept that the Landlord served the Tenants with the Notice on June 12, 2012. 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 June 22, 2012. I find that the Landlord is entitled to an Order of Possession.

Based on the undisputed testimony of the Landlord, I find that he has established a monetary claim for unpaid rent in the amount of **\$850.00** for June, and loss of revenue in the amount of **\$1,550.00** for the month of July, 2012. I find that the Landlord did not provide sufficient evidence to support his claim for unpaid utilities and this portion of his claim is dismissed.

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

The Landlord has been successful in his 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 against the Tenants, calculated as follows:

Unpaid rent for June, 2012	\$850.00
Loss of revenue for July, 2012	\$1,550.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,450.00
Less security deposit	<u>- \$500.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,950.00

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 **\$1,950.00** 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: July 19, 2012.

Residential Tenancy Branch