



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**OPR, MNR, MNSD, MNDC, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain the security deposit, and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on October 11, 2012 copies of the Application for Dispute Resolution and Notice of Hearing were sent to each of the tenants via registered mail at the address noted on the Application; the rental unit. A Canada Post tracking number, receipt and copies of the returned envelopes were provided as evidence of service.

The returned registered mail envelopes were each marked by Canada Post, indicating the recipients were unknown. The landlord said the tenants were at the rental unit until the end of October 2012, as they were seen on the property; their vehicles were present.

Therefore, I find that the documents are deemed to have been served in accordance with section 89 of the Act; refusing service or not acknowledging registered mail does not avoid service. Neither of the tenants appeared at the hearing.

### Preliminary Matters

The landlord withdrew the request for an Order of possession; on November 11, 2012 the tenants returned the keys to the unit

### Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid October 2012 rent and loss of November 2012 rent revenue?

May the landlord retain the deposit paid by the tenants?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The tenancy commenced on March 1, 2012; rent was \$1,600.00, due on the first day of each month. A deposit in the sum of \$800.00 was paid. A tenancy agreement was signed; a copy was not supplied as evidence.

The landlord stated that the male tenant was personally given a 10 Day Notice to End Tenancy for Unpaid Rent, issued on October 3, 2012; the Notice was effective October 10, 2012. The tenants did not pay the rent and did not vacate on time, resulting in a loss of November 2012 rent revenue. The tenants did not give the landlord keys to the rental unit until November 11, 2012.

The landlord has claimed compensation in the sum of \$1,600.00 for unpaid October 2012 rent; plus loss of November 2012 rent revenue in the sum of \$1,600.00.

### Analysis

In the absence of evidence to the contrary and the tenants who were served Notice of this hearing, I find that the tenants failed to pay October, 2012 rent in the sum of \$1,600.00 and that the landlord is entitled to compensation in that amount.

I find, on the evidence before me, that the tenants did not vacate the rental unit on the effective date of the Notice, which is corrected to October 13, 2012. As the tenants did not dispute the Notice and did not vacate as required or provide the landlord with possession of the rental unit until November 11, 2012, when the keys were returned, I find that the landlord is entitled to compensation for loss of November, 2012 rent revenue in the sum of \$1,600.00.

I find that the landlord may retain the \$800.00 security deposit, in partial satisfaction of the claim.

I find that the landlord's application has merit and that the landlord is entitled to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order in the sum of \$2,450.00. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

### Conclusion

The landlord is entitled to compensation in the sum of \$3,200.00 comprised of unpaid October 2012 rent, loss of November, 2012 rent revenue, the \$50.00 filing fee; less the \$800.00 security deposit.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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, 2012.

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Residential Tenancy Branch