



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Living Options Real Estate Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR; MNR; MNDC; MND; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for damages, unpaid rent and loss of revenue; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent ("PD") gave affirmed testimony at the Hearing.

PD testified that he served the Tenant with the Notice of Hearing documents handing the documents to the Tenant at the rental unit on June 3, 2013.

I accept PD's affirmed testimony with respect to service of the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Preliminary Matter

The Landlord indicated on its Application for Dispute Resolution that it is seeking a monetary award for damages; however, no details with respect to damages, or the amount sought, were provided. The Landlord's application is premature with respect to a damage claim as the Tenant has not yet moved out of the rental unit and the Landlord has not performed a Condition Inspection with the Tenant. Therefore, I advised PD that this portion of the Landlord's claim is **dismissed with leave to reapply**.

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 May and loss of revenue for June, 2013?

Background and Evidence

PD gave the following testimony and documentary evidence:

A copy of the tenancy agreement was provided in evidence. This tenancy started December 1, 2012. Monthly rent is \$550.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$275.00 on December 1, 2012.

On May 3, 2013, at 3:00 p.m., PD served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by handing the Notice to the Tenant at the rental unit. The Landlord provided a copy of the Notice and a Proof of Service documents, which is signed by a witness.

The Tenant has not paid any of the outstanding rent and remains living in the rental unit. The Tenant has not paid any rent for June, 2012. PD asked to retain the security deposit in partial satisfaction of the unpaid rent.

Analysis

I accept that PD served the Tenant with the Notice to End Tenancy on May 3, 2013. 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 May 13, 2013. Therefore, I find that the Landlord is entitled to an Order of Possession and a monetary award for unpaid rent for May and loss of revenue for June, 2013.

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

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

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

Unpaid rent for May, 2013	\$550.00
Loss of revenue for June, 2013	\$550.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,150.00
Less security deposit	<u>- \$275.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$875.00

Conclusion

I hereby provide the Landlord with 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 with a Monetary Order in the amount of **\$875.00** 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: June 25, 2013

Residential Tenancy Branch