



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR; MNR; MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

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

SW testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were hand delivered to the Tenant on June 19, 2013.

Based on SW's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

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 June and loss of revenue for July, 2013?

Background and Evidence

SW gave the following oral testimony and documentary evidence:

Monthly rent is \$900.00 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$450.00 on May 15, 2008.

On June 5, 2013, 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.

SW testified that the Tenant has not paid any of the outstanding rent. The Landlord's agent requested a monetary order for unpaid rent and loss of revenue, as follows:

Unpaid rent for May, 2013	\$900.00
Unpaid rent for June, 2013	\$900.00
Loss of revenue for July, 2013	<u>\$900.00</u>
TOTAL MONETARY CLAIM	\$2,700.00

Analysis

I accept SW's testimony that the Landlord served the Tenant with the Notice to End Tenancy by posting the Notice on the Tenant's door on June 5, 2013. 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. The Tenant did not pay the outstanding rent, 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 June 18, 2013, and is overholding. 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 as claimed, in the amount of \$2,700.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and accrued interest in the amount of \$4.26 towards partial satisfaction of the Landlord's monetary award.

The Landlord has been successful in its application and I find that it 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 and loss of revenue	\$2,700.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,750.00
Less security deposit and accrued interest	<u>- \$454.26</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$2,295.74

Conclusion

I hereby grant 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 grant the Landlord a Monetary Order in the amount of **\$2,295.74** 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: July 19, 2013

Residential Tenancy Branch

