Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lucky Lee's Holdings (2005) Ltd.
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 award; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that he mailed the Notice of Hearing documents and copies of his documentary evidence to each of the Tenants, by registered mail, on July 15, 2013. The Tenant TH acknowledged service of the documents. The Landlord provided the tracking numbers for the documents that were mailed to the Tenant WP.

Based on the evidence provided, I am satisfied that both of the Tenants were served with the Notice of Hearing documents. Despite being served, the Tenant WP did not sign into the teleconference which remained open for 20 minutes. The matter proceeded in WP's absence.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession and Monetary Order for unpaid rent?
- May the Landlord apply the security deposit towards partial satisfaction of its monetary award?

Background and Evidence

This tenancy began on April 1, 2013. Monthly rent is $1,000.00, due on the first day of each month. The Tenants paid a security deposit in the amount of $500.00 at the beginning of the tenancy.

TH stated that he believed the Tenants had separate agreements because he paid ½ of the security deposit and his half of July's rent. He stated that he moved out of the rental unit at the beginning of August, 2013.

The Landlord testified that WP remains in the rental unit.

He stated that the Tenants paid only half of July's rent, so he issued a Notice to End Tenancy for Unpaid Rent on July 3, 2013 (the "Notice"). The Landlord testified that he served the Tenants with the Notice by handing the Notice to TH at the rental unit on July 3, 2013, at 12:25 p.m.

The Landlord seeks a monetary award for unpaid rent for July in the amount of $500.00 and August in the amount of $1,000.00.

The Tenants did not file an Application disputing the Notice.

During the course of the Hearing, TH provided his sister's address as an address for service of documents.

Analysis

The tenancy agreement is a joint tenancy agreement, signed by both parties, for rent in the amount of $1,000.00 per month. Therefore, the Tenants are jointly and severally responsible for debts and damages incurred over the term of the tenancy.

I accept that the Landlord served the Tenants with the Notice to End Tenancy by handing the Notice to TH on July 3, 2012. The Tenants did not pay 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 Tenants are conclusively presumed to have accepted that the tenancy ended on July 13, 2012. I find that the Landlord is entitled to an Order of Possession.

I find that the Landlord's agent has established a monetary claim for unpaid rent and loss of revenue for the months of July and August, 2013 in the total amount of $1,500.00.

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

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 Tenants.

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

Un paid rent and loss of revenue	$1,500.00
Recovery of the filing fee	$50.00
Subtotal	$1,550.00
Less security deposit	- $500.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	$1,050.00

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 **$1,050.00** 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: August 22, 2013

Residential Tenancy Branch