



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Zoro Holdings 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 and loss of revenue; to retain the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent RM gave affirmed testimony at the Hearing.

RM testified that the Notice of Hearing documents were hand delivered to the Tenant on August 15, 2013 at 2:15 p.m. at the rental unit.

Based on the RM's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing 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.

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

RM gave the following testimony and evidence:

This tenancy began on January 1, 2008. Monthly rent is currently \$923.76 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$400.00 on December 20, 2007.

On July 24, 2013, the Landlord's agent 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' agent testified that in April, 2013, the Tenant fell behind in rent payments, but promised to catch up. The Landlord trusted the Tenant to pay the arrears because he was a long term tenant with no previous history of delinquent rent payments. The

Tenant began paying down the arrears, but only in dribs and drabs. At the time the Notice to End Tenancy was issued, the Tenant owed \$2,517.56 in arrears. The Tenant has not paid any rent for the months of August or September, 2013. The Landlord seeks a monetary award for unpaid rent and loss of revenue, calculated as follows:

Arrears as at July 24, 2013	\$2,517.56
Loss of revenue for August and September, 2013 (\$923.76 x 2)	<u>\$1,847.52</u>
TOTAL	\$4,365.08

RW stated that the Tenant has not moved out of the rental unit.

Analysis

I accept that the Landlord served the Tenant with the Notice to End Tenancy on July 24, 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 August 3, 2013. I find that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenant, and a monetary award in the amount of \$4,365.08.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and accrued interest towards partial satisfaction of the Landlord's monetary award. Interest in the amount of \$6.20 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 and loss of revenue	\$4,365.08
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$4,415.08
Less security deposit and accrued interest	<u>- \$406.20</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$4,008.88

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 **\$4,008.00** 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: September 20, 2013

Residential Tenancy Branch

