



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services  
and [tenant name suppressed to protect privacy]

## **INTERIM DECISION**

### **Dispute Codes:**

Landlord's application: OPR; MNR; MNDC; MNSD; FF

Tenant's application: MT, CNR

### **Introduction**

This Hearing was scheduled to hear cross applications. The Tenant applied for more time to file his application to cancel a Notice to End Tenancy; and to cancel a Notice to End Tenancy for unpaid rent.

The Landlord applied for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; to apply the security deposit towards partial satisfaction of his monetary reward; and to recover the cost of the filing fee from the Tenant.

The Landlord and his agent SM gave affirmed testimony. SM testified that he served the Tenant with the Landlord's Notice of Hearing documents and copies of the Landlord's evidence by registered mail sent to the rental unit on April 30, 2014. SM provided tracking numbers for the registered documents. SM stated that he searched the Canada Post website and that the delivery information could not be found. SM testified that he also posted copies of the Notice of Hearing documents to the Tenant's door.

The Canada Post tracking system is not infallible and I accept the Landlord's agent's affirmed testimony with respect to service by registered mail. Service in this manner is deemed to be effective 5 days after mailing the documents.

This application was scheduled to be heard via teleconference on June 6, 2014 at 9:30 a.m. The Landlord and his agent signed into the conference on time and were ready to proceed, however by 9:40 a.m., the Tenant had not yet signed into the teleconference. Therefore, the Tenant's application was dismissed without leave to reapply and the Hearing continued with respect to the Landlord's application.

The Landlord's agent requested an Order of Possession, to be faxed to the Landlord's agent.

### **Preliminary Matter**

The Landlord's application and the Notice to End Tenancy both have a letter missing from the Tenant's last name. The remainder of the Landlord's documentary evidence, including: the tenancy agreement; copies of rent receipts; Notice of Rent Increase; and Notice Terminating or Restricting a Service or Facility have the correct spelling of the Tenant's last name. Therefore, pursuant to the provisions of Sections 62-68(1)(a), I amended the Notice to End Tenancy and the Landlord's Application for Dispute Resolution to reflect the correct spelling of the Tenant's last name.

### **Issues to be Decided**

- Is the Landlord entitled to an Order of Possession of the rental unit?
- Is the Landlord entitled to a monetary award for unpaid rent and loss of revenue?

### **Background and Evidence**

The Landlord's agent gave the following affirmed testimony:

- The Tenant was served with the Notice to End Tenancy for Unpaid Rent (the "Notice") on by posting the Notice to the Tenant's door.
- The Tenant has not paid any of the outstanding rent.
- The Landlord requests a monetary award, calculated as follows:

Unpaid rent for March, 2014	\$101.00
Unpaid rent for April, 2014	\$751.00
Loss of revenue for May, 2014	\$751.00
Loss of revenue for June, 2014	<u>\$751.00</u>
TOTAL claim	\$2,354.00

### **Analysis**

Section 55(1) of the Act states:

#### **Order of possession for the landlord**

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

(a) the landlord makes an oral request for an order of possession, and

(b) the director dismisses the tenant's application or upholds the landlord's notice.

Based on the undisputed testimony of the Landlord's agent, I am satisfied that the Tenant was personally served with the Notice on April 15, 2014, by posting the document to the Tenant's door. Further to the provisions of Section 90 of the Act, I find that the Tenant was deemed to be served with the Notice on April 20, 2014. Therefore the effective date of the end of tenancy was April 30, 2014. Section 53 of the Act provides that an incorrect end-of-tenancy date on a notice to end tenancy is automatically corrected to the earliest date that complies with the Act. Based on the foregoing, I find that the tenancy ended on April 30, 2014 and that the Tenant is overholding. Further to the provisions of Section 55(1) of the Act, I hereby provide the Landlord with an Order of Possession **effective 2 days after service of the Order upon the Tenant.**

There was an addition error in the Landlord's request for a monetary award. The Landlord's evidence shows that the Tenant was in the habit of providing rent in installments. The Landlord provided copies of receipts to and including February 5, 2014, but no copies for payments made in March and April, 2014. The Landlord stated that he had copies of those receipts and I ordered the Landlord to provide me and the Tenant with those copies. I reserved my Decision with respect to the Landlord's request for a Monetary Order, pending proof of payments made by the Tenant for March and April, 2014.

### **Conclusion**

The Tenant's application is dismissed **without leave to re-apply.**

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 reserve my decision with respect to the Landlord's request for a Monetary Order, pending receipt of additional documents from the Landlord as ordered above.

This interim 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 06, 2014

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Residential Tenancy Branch

