



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord stated that she served the tenants with the application for dispute resolution and notice of hearing by registered mail but the packages were returned unclaimed. I found that the tenants were deemed served with notice of the hearing, and I proceeded with the hearing in the absence of the tenants.

At the outset of the hearing the landlord stated that the tenants had vacated the rental unit. I therefore dismissed the portion of the landlord's application regarding an order of possession.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 15, 2013 as a month-to-month tenancy. Rent in the amount of \$750 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$375. The tenants failed to pay rent in the month of June 2014 and on June 2, 2014 the landlord served the tenants with a notice to end tenancy for non-payment of rent. The tenants vacated the rental unit during the month of June 2014. The landlord has claimed unpaid rent and lost revenue for June, July and August of 2014.

The Landlord's evidence included the following:

- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on June 2, 2014, with an effective vacancy date of June 12, 2014, for failure to pay rent in the amount of \$750 that was due on June 1, 2014;
- testimony that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the notice on the rental unit door on June 2, 2014; and
- a copy of the Landlord's Application for Dispute Resolution, filed June 17, 2014.

Analysis

I have reviewed all evidence and I accept that the tenants were served with the notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on June 5, 2014, and the effective date of the notice therefore automatically corrects to June 15, 2014.

I accept the evidence before me that the tenants failed to pay the rent owed within the five days granted under section 46(4) of the Act. I find that the tenants are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the corrected effective date of the notice, June 15, 2014.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$750 in unpaid rent for June 2014. Because the tenancy ended on June 15, 2014 and the tenants vacated in June 2014, I find that the landlord is not entitled to lost revenue for July 2014. Because the tenancy was month-to-month, the landlord is not entitled to lost revenue for August 2014.

The landlord is entitled to recovery of the \$50 filing fee for the cost of her application.

Conclusion

The tenancy ended pursuant to the notice to end tenancy, on June 15, 2014.

The landlord is entitled to \$800. I order that the landlord retain the security deposit of \$375 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$425. This order may be filed in the Small Claims Court 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 7, 2014

Residential Tenancy Branch

