



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR; MNR; MNDC; FF

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue and to recover the cost of the filing fee from the Tenants.

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

CC testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant DS, via registered mail, to the rental unit on September 15, 2014. The Landlord provided a copy of the registered mail receipt and tracking number in evidence. CC testified that the Landlord served the Tenant AS with the Notice of Hearing documents and copies of the Landlord's documentary evidence by hand delivering the documents to the Tenant AS at the rental unit on September 14, 2014, at 3:00 p.m. The Landlord provided a Proof of Service document in evidence, which was signed by a witness.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that both of the Tenants were duly served with the Notice of Hearing documents and copies of the Landlord's documentary evidence. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence. The teleconference remained open for 20 minutes.

### **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**

The Landlord's agent CC gave the following testimony:

Monthly rent is \$1,050.00, due in advance on the last day of each month.

The Tenants did not pay rent when it was due on August 31, 2014. On September 1, 2014, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent. The Landlord served the Tenants with the Notice on September 1, 2014, by posting the Notice on the Tenants' door at the rental unit.

CC testified that the Tenant has paid \$800.00 to the Landlord on September 30, 2014, and has not paid any rent since.

The Landlord seeks a monetary award for unpaid rent and loss of revenue, as follows:

Unpaid rent for September, 2014	\$250.00
Loss of revenue for October, 2014	\$1,050.00
Loss of revenue for November, 2014	\$1,050.00
Loss of revenue for December, 2014	<u>\$1,050.00</u>
TOTAL AMOUNT CLAIMED	\$3,400.00

CC stated that the Tenants paid a security deposit of \$525.00 and a pet damage deposit of \$525.00 on June 16, 2013, but the Landlord does not seek to set the deposits off against her monetary award at this time.

### **Analysis**

I accept that the undisputed affirmed testimony of the Landlord's agent in its entirety. The Landlord served the Tenants with the Notice to End Tenancy by posting the Notice on the Tenants' door on September 1, 2014. 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 Tenants 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 September 13, 2014. I find that the Landlord is entitled to an Order of Possession.

With respect to the Landlord's monetary claim, I find that the Landlord is entitled to a monetary award for unpaid rent for September, 2014, in the amount of \$250.00, and for loss of revenue for the month of October, 2014, in the amount of \$1,050.00.

I find that the remainder of the Landlord's claim for loss of revenue for November and December, 2014, is premature. The Landlord may be able to re-rent the rental unit before the end of November, 2014. This portion of the Landlord's claim is dismissed with leave to reapply.

The security deposit remains available on application by either party, to be administered in accordance with the provisions of the Act.

The Landlord has been successful in her application and I find that she is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary award, calculated as follows:

Unpaid rent for September, 2014	\$250.00
Loss of revenue for October, 2014	\$1,050.00
Recovery of the filing fee	\$50.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD</b>	<b>\$1,350.00</b>

### **Conclusion**

I hereby grant 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 grant the Landlord a Monetary Order in the amount of **\$1,350.00** 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: October 31, 2014

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Residential Tenancy Branch

