



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, MNSD, OPR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order authorizing them to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail sent on August 25, the tenants did not participate in the conference call hearing.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on February 1, 2013 at which time the tenant paid a \$412.50 security deposit. Rent was set at \$825.00 per month. In October 2013, the landlord issued to the tenants a legal notice of rent increase which increased their rent to \$843.00 per month effective February 1, 2014.

The tenants failed to pay rent in the month August 2014 and on August 5, the landlord posted on the tenants' door a 10 day notice to end tenancy for unpaid rent (the "Notice"). The tenants did not apply for dispute resolution to dispute the Notice, they did not pay the rental arrears and as of the date of this hearing, continued to reside in the rental unit without paying rent.

Analysis

I accept the landlord's undisputed testimony. I find that the tenants failed to pay rent in the month August 2014 and I find that the tenants received the Notice on August 8,

2014, 3 days after it was posted to the door of the rental unit. The tenants did not pay the rental arrears and did not dispute the Notice and are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I grant the landlord an Order of Possession which will be effective 2 days after service on the tenant. Should the tenants not comply with the Order, it may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to recover the rental arrears for August 2014. I award the landlord \$843.00 for that month. I further find that because the tenants continued to reside in the unit after the effective date of the Notice, the landlord is entitled to recover occupational rent for the period of time in which they were unable to re-rent the unit. I find it unlikely that the landlord will re-rent the unit for any part of October. I award the landlord \$843.00 in occupational rent and lost income for each of the months of September and October.

As the landlord has been wholly successful in their claim, I find they should recover the filing fee paid to bring their application and I award them \$50.00.

The landlord has been awarded \$2,579.00 which represents 3 months of rent at a rate of \$843.00 per month and the \$50.00 filing fee. I order the landlord to retain the \$412.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$2,166.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$2,166.50. The landlord will retain the security deposit.

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 17, 2014

Residential Tenancy Branch

