



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC; MNR; FF

Introduction

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

The Landlord NS gave affirmed testimony at the Hearing. Neither of the Tenants signed into the Hearing, which remained open for 25 minutes.

NS testified that she served the Tenant LL with the Notice of Hearing documents and documentary evidence on November 5, 2014, by handing the documents to LL at the rental unit. It is important to note that LL provided late evidence to the Residential Tenancy Branch on November 27, 2014. Therefore, I am satisfied that the Tenant LL was duly served.

NS stated that the Tenants did not serve the Landlords with any documentary evidence. The Tenant's documentary evidence was not considered because she did not serve the Landlord with the documents, and was not present at the Hearing to present her evidence orally.

NS testified that she mailed the Notice of Hearing documents and documentary evidence to the Tenant AR, by registered mail to the rental unit, on November 5, 2014. She stated that the documents were not picked up by the Tenant AR and that she was not certain that he was still living at the rental unit on November 5, 2014. NS stated that she does not know AR's current whereabouts and stated that she wished to withdraw her application against AR and to proceed against LL only.

Co-tenants are jointly and severally responsible under a tenancy agreement. In other words, the Landlords may choose to proceed against one or both of the Tenants. It will be up to the Tenants to apportion any monetary award between themselves. The Landlords' application against the Tenant AR was withdrawn and the Hearing continued against the Tenant LL only.

Issues to be Decided

- Are the Landlords entitled to an Order of Possession?

- Are the Landlords entitled to a monetary award?

Background and Evidence

The Landlord NS gave the following testimony and evidence:

A copy of the tenancy agreement was provided in evidence, which was signed by the parties on June 22, 2014. Monthly rent is \$850.00, due the first day of each month. The Tenants paid a security deposit in the amount of \$425.00 and a pet damage deposit in the amount of \$400.00. NS stated that she wished to apply the deposits against the Landlords' monetary award.

The Landlords issued a Notice to End Tenancy for Cause on August 31, 2014. NS testified that she served the Tenants with the Notice by handing the Notice to the Tenant AR at the rental unit on August 31, 2014.

The Landlords issued another Notice to End Tenancy for Cause on September 30, 2014. NS testified that she served the Tenants with that Notice by handing the Notice to the Tenant LL on October 1, 2014.

NS testified that LL still has possession of the rental unit and that the Landlords have not received rent for the month of November, 2014.

Analysis

Based on NS's undisputed affirmed testimony, I accept that the Landlords served the Tenants with the Notice to End Tenancy issued on August 31, 2014, by hand-delivering the Notice to the Tenant AR on August 31, 2014. A tenant may dispute a notice to end tenancy for cause by filing an application for dispute resolution, within 10 days of receiving the documents. In this case, the Tenants did not file an application disputing the Notice. Therefore, pursuant to Section 47(5) of the Act, the Tenants are conclusively presumed to have accepted that the tenancy ended on September 30, 2014. I find that the Landlords are entitled to an Order of Possession **effective 2 days after service of the Order upon the Tenants.**

Based on NS's undisputed testimony, I find that the Landlords have established a monetary award against the Tenant LL for loss of revenue for November, 2014, in the amount of **\$850.00.**

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of the award.

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the **\$50.00** filing fee from the Tenant LL.

I hereby provide the Landlords with a Monetary Order against the Tenant LL, calculated as follows:

Loss of revenue	\$850.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$900.00
Less security deposit and pet damage deposit	<u>- \$825.00</u>
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$75.00

Conclusion

The Landlords' application against the Tenant AR was withdrawn.

The Landlords are provided with an Order of Possession effective **2 days after service of the Order upon the Tenant LL**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlords are provided with a Monetary Order in the amount of **\$75.00** for service upon the Tenant LL. 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: November 28, 2014

Residential Tenancy Branch

