



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This is the Landlord's application for an Order of Possession and a Monetary Order for unpaid rent. During the course of the Hearing the Landlord asked to be awarded loss of revenue for the month of March, 2014 and to retain the security deposit in partial satisfaction of her monetary award.

The Landlord and her witness gave affirmed testimony at the Hearing.

The Landlord testified that she hand delivered the Notice of Hearing documents and copies of her documentary evidence to the Tenant on February 13, 2015. The Landlord's witness testified that he witnessed service of the Tenant with the Notice of Hearing documents and copies of the Landlord's documentary evidence. He confirmed that service took place on February 13, 2015, at 8:30 p.m., at the rental unit.

Based on the affirmed testimony of the Landlord and her witness, I am satisfied that the Tenant was 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 Tenant did not sign into the teleconference and the Hearing proceeded in her absence. The teleconference remained open for 18 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 gave the following testimony and evidence:

Monthly rent is \$1,100.00 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$550.00 on November 1, 2014.

The Tenant did not pay all of the rent when it was due on December 1, 2014. She paid only \$980.00, leaving a balance owing of \$120.00. The Tenant did not pay any rent for the months of January and February, 2014.

The Landlord issued a Notice to End Tenancy for Unpaid rent on February 2, 2015, and served the Tenant with the Notice on February 2, 2015. The Tenant has not paid any of the outstanding rent and has not moved out of the rental unit.

The Landlord made an error on the Notice to End Tenancy, with respect to the amount owed and the day on which it was due. The amount due for up to and including February rent is \$2,320.00 (not \$2,300.00). The date that rent was due is February 1, 2015 (not January 2, 2015). The Landlord asked to amend the Notice.

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

Unpaid rent as at February 1, 2015	\$2,320.00
Loss of revenue for March, 2015	<u>\$1,100.00</u>
TOTAL	<b>\$3,420.00</b>

### **Analysis**

I accept the undisputed, affirmed testimony of the Landlord in its entirety. I find that the Tenant was served with the Notice to End Tenancy on February 2, 2015. The Tenant 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 February 12, 2015. I find that the Tenant is overholding and that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenant.

I find that the Landlord has established a monetary award for unpaid rent and loss of revenue in the total amount of **\$3,420.00**.

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

I hereby provide the Landlord with a monetary claim, calculated as follows:

Unpaid rent and loss of revenue	\$3,420.00
Less security deposit	<u>- \$550.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$2,870.00</b>

**Conclusion**

I hereby grant the Landlord 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 hereby grant the Landlord a Monetary Order in the amount of **\$2,870.00** for service upon the Tenant. 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: March 05, 2015

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Residential Tenancy Branch

