



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services
and [tenant name suppressed to protect privacy]

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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on April 24, 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 for unpaid rent and loss of income?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on or about April 1, 2015. Rent in the amount of \$770.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$385.00. The tenants failed to pay rent in the month of April and on April 2, the landlord served the tenants with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice to the door of the rental unit. On May 1, the tenants paid \$810.00 to the landlord which represented \$770.00 for rent, \$25.00 for a late payment fee and \$15.00 for parking. The landlord issued a receipt for use and occupancy only. The landlord seeks to recover \$770.00 in rental arrears for April as well as \$770.00 in lost income for the month of June.

Analysis

I accept the landlord's undisputed testimony and I find that the tenants were obligated to pay \$770.00 in rent in advance on the first day of each month. I find that the tenants did not pay rent for the month of April and on April 5, 3 days after the Notice was posted,

received the Notice. The tenants did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and are therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the landlord is entitled to recover the unpaid rent for the month of April and I award them \$770.00. I find it unlikely that the landlord will be able to re-rent the unit for the month of June as the tenants are still residing therein and I find the landlord is entitled to recover lost income for the month of June. I award the landlord \$770.00 for June's rent as well as the \$50.00 filing fee paid to bring this application for a total award of \$1,590.00. I order that the landlord retain the \$385.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,205.00. 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 \$1,205.00. 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: June 03, 2015

Residential Tenancy Branch

