



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 460 Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: ET; OPR; MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for an early end to tenancy; an Order of Possession for unpaid rent; a monetary award for unpaid rent and loss of revenue; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenants.

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

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the rental unit on May 21, 2015. The Landlord provided a copy of the registered mail receipt and tracking numbers in evidence. The Landlord's agent stated that a search of the Canada Post Tracking system indicates that the documents were received by the Tenant on May 26, 2015.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. 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 15 minutes.

Preliminary Matters

The Landlord's Application was amended to include the two aliases that the Tenant commonly uses.

The Landlord's agent withdrew her application for an early end to tenancy.

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 BG gave the following testimony:

Monthly rent is \$800.00, due the first day of each month. BG stated that she has only recently taken over managing this rental unit and was advised by the Owners a few days ago that they are not certain whether or not the Tenant paid a security deposit at the beginning of the tenancy.

On April 2, 2015, BG served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenant's door at the rental unit. The Landlord provided a Proof of Service document in evidence. A copy of the Notice was also provided in evidence, which is not signed. BG stated that she had signed the original Notice before attaching it to the Tenant's door.

BG testified that the Landlord had originally filed a Direct Request application, but that it was dismissed with leave to reapply because the name of the Landlord on the tenancy agreement differed from the name of the Landlord on the Direct Request application. BG stated that the Landlord on the tenancy agreement is the owner and the Landlord on the Application for Dispute Resolution is the owner's property manager.

BG testified that the Tenant has not paid any rent since March, 2015, and requested a monetary order for unpaid rent and loss of revenue, as follows:

Unpaid rent for April and May, 2015	\$1,600.00
Loss of revenue for June, 2015	\$800.00
Loss of revenue for July, 2015	<u>\$800.00</u>
TOTAL	\$3,200.00

Analysis

I accept that the BG's affirmed and undisputed testimony that she served the Tenant with the signed Notice to End Tenancy by posting the Notice on the Tenant's door on April 2, 2015. 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 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 April 15, 2015. I find that the Landlord is entitled to an Order of Possession.

I find that the Tenant is overholding and that the Landlord is entitled to unpaid rent and loss of revenue as set out above.

BG stated that the Landlord is not certain that the Tenant paid a security deposit. Therefore the Landlord's application to set the security deposit off against its monetary award is dismissed. The security deposit, if any, must be applied in accordance with the provisions of Sections 38 and 72 of the Act.

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

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 **\$3,250.00** for unpaid rent, loss of revenue, and recovery of the filing fee 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.

The security deposit, if any, must be applied in accordance with the provisions of the Act.

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: July 03, 2015

Residential Tenancy Branch

