



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

On June 30, 2015 a hearing was conducted via the direct request process (ex parte proceeding) between these two parties. The landlords served the tenant by registered mail on June 25, 2015 with the notice of direct request seeking an order of possession and a monetary order for unpaid rent. The landlord was granted an order of possession and a monetary order. The tenant applied for a review of this decision. The arbitrator upheld the order of possession and suspended the monetary order pending a review hearing for the monetary portion of the landlords' application.

This is a review hearing granted for the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent pursuant to section 67.

The tenant did not attend or submit any documentary evidence. The landlord, E.Y. (the landlord) attended by conference call and gave undisputed affirmed testimony. The landlord confirmed that no documentary evidence was received from the tenant.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

Background and Evidence

This tenancy began on May 1, 2009 on a fixed term tenancy ending on May 1, 2010 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated April 21, 2009. The monthly rent was \$1,750.00 payable on the 1st of each month and a security deposit of \$850.00 was paid on April 21, 2009.

The landlord stated that the tenant failed to pay rent of \$1,750.00 in May of 2015 and then again in June of 2015. The landlord stated that the tenant was served with a 10 Day Notice to End Tenancy issued for Unpaid Rent (the 10 Day Notice) dated June 16, 2015. The 10 Day Notice stated that the tenant failed to pay rent of \$3,500.00 (May & June) that was due on June 1, 2015. The 10 Day Notice identified an effective end of tenancy date of June 26, 2015.

The landlord gave affirmed undisputed testimony that the 10 Day Notice was posted to the rental unit door on June 16, 2015 and has provided a copy of a proof of service statement as confirmation.

The landlord gave affirmed undisputed testimony that since the 10 Day Notice was served that no rent has been paid as of the date of this Review Hearing Date. The landlord stated that the tenant was removed from the rental premises by Bailiffs on August 27, 2015 and that no rent has been paid for July and August. She requested an amendment of the original amount claimed in the landlords' application to reflect this additional unpaid rent.

Analysis

I accept the undisputed affirmed testimony of the landlord and find that the tenant was properly served with the 10 Day Notice by posting it to the rental unit door on June 16, 2015. The landlord also provided documentary evidence of service in the form of a proof of service statement dated June 16, 2015. The tenant is deemed to have been served with the 10 Day Notice on June 19, 2015 as per sections 88 and 90 of the Act.

I accept the undisputed affirmed testimony of the landlord and find that the tenant failed to pay rent as per the 10 Day Notice dated June 16, 2015 and that the tenant continued to not pay rent for July and August causing the landlord to suffer an additional loss of rental income. I find that the landlords have established a monetary claim for \$3,500.00 for unpaid rent for May and June 2015. I also find that the tenant continued to occupy the rental premises beyond the effective date of the end of this tenancy and caused the landlords to suffer a loss of rental income of \$3,500.00 for July and August. The landlords are entitled to a total monetary claim of \$7,000.00.

Using the offsetting provisions of section 72 of the *Act*, I allow the landlords to retain the tenants' \$850.00 security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

Conclusion

The landlords are granted a monetary order for \$6,150.00.

The landlords are provided with this Order in the above terms and the tenant must be served with this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: September 16, 2015

Residential Tenancy Branch

