



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing was originally set down as a direct request, which is a non-participatory hearing, but in a decision dated October 2, 2015, an arbitrator set this matter down for a participatory hearing scheduled for 2:30 p.m. on this date. At the appointed time, the landlord called in to the conference call hearing but the tenants did not. The landlord testified that he served the tenants with notice of the reconvened hearing by posting it to the door of the rental unit on or about October 7. The original application for dispute resolution was served on the tenants by registered mail sent on October 1, 2015. I found that the tenants had been properly served with notice of the landlord's monetary claim as well as with notice of the hearing and the hearing proceeded in their absence.

At the hearing, the landlord asked to amend his claim to include a claim for loss of income for the months of October and November. I find that the tenants should reasonably have known that the landlord could not re-rent the unit while they still resided therein and I therefore allow the amendment.

### Issues to be Decided

Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on August 20, 2015 and the tenants are obligated to pay \$1,650.00 per month in rent in advance on the first day of each month. The tenants failed to pay \$625.00 of their rent in the month of September and on September 17 the landlord served them with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice to the door of the rental unit in the presence of a witness. The tenants further failed to pay rent in the months of October and November. The landlord seeks an order of possession and a monetary order for unpaid rent and loss of income.

### Analysis

I accept the undisputed evidence of the landlord and I find that the tenants failed to pay \$625.00 of their rent in the month of September and paid no rent thereafter. I find that they received the Notice on September 20, 3 days after it was posted to the door of the rental unit. Section 46(4) of the Act provides that when tenants receive such a notice, they have 5 days either to pay the rent in full or apply for dispute resolution to dispute the Notice. In this case, the tenants did neither. Section 46(5) provides that when a tenant does not dispute the Notice or pay the rent, they are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession. The tenants must be served with this order. Should the tenants fail to comply with the order, it may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to recover \$625.00 in rental arrears for September and \$1,650.00 in loss of income for the entire month of October and \$825.00 for half the month of November as it is possible the landlord may be able to re-rent the unit midway through November. If the landlord is unable to re-rent the unit for any part of November, he has leave to reapply for loss of income for that period. I award the landlord \$3,100.00 and grant him a monetary order under section 67 for this amount. 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 \$3,100.00.

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 04, 2015

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Residential Tenancy Branch

