



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Golden Sun Trading Company
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

POR; MNR; MNSD; FF

Introduction

This is the Landlords' Application for Dispute Resolution seeking an Order of Possession and Monetary Order for unpaid rent; to set off the security deposit against their monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord MD signed into the teleconference, but the Tenant did not. The teleconference remained open for 12 minutes.

MD gave affirmed testimony at the Hearing. He testified that he served the Tenant with the Notice of Hearing documents and documentary evidence by registered mail, sent February 2, 2017. The Landlords provided a copy of the registered mail receipt and tracking numbers.

Based on MD's affirmed testimony and the documentary evidence, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. The Hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession and a Monetary Order pursuant to the provisions of Sections 55 and 67 of the Act?

Background and Evidence

The Landlord MD testified that he served the Tenant with the Notice to End Tenancy for Unpaid Rent on January 20, 2017, by handing the document to the Tenant with a witness present.

MD testified that the Tenant paid a security deposit of \$350.00, which the Landlords are holding. Monthly rent is \$695.00, due on the first day of each month. The Landlords provided a monetary order worksheet, which indicates that the Tenant owes \$630.00 in unpaid rent prior to December, 2016, plus January rent in the amount of \$695.00.

MD stated that the Tenant remains in the rental unit and has not paid any of the rent arrears. The Landlords also seek loss of revenue for the month of February, 2017, in the amount of \$695.00.

Analysis

I accept MD's testimony in its entirety.

The Tenant did not pay the outstanding rent, or make an application to dispute the Notice, and therefore is conclusively presumed to have accepted that the tenancy ended on January 30, 2017.

I find that the Landlords are entitled to an Order of Possession and a Monetary Order, as claimed.

The Landlords may apply the security deposit towards their monetary award. They have been successful in their Application and I find that they are entitled to recover the cost of the filing fee from the Tenant.

The Landlords are hereby provided with a Monetary Order, calculated as follows:

Unpaid rent to and including January, 2017	\$1,325.00	
Loss of revenue for February, 2017	\$695.00	
Recovery of the filing fee		\$100.00
Less set-off of security deposit	<u>\$350.00</u>	
TOTAL	\$1,770.00	

Conclusion

I hereby provide the Landlords with an Order of Possession effective **two days after service** of the Order upon the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

I also provide the Landlords with a Monetary Order pursuant to Section 67 of the Act in the amount of **\$1,770.00**. This Order may be filed in the Provincial Court (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 02, 2017

Residential Tenancy Branch