



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR; MNR; MNSD; FF

Introduction

This is the Landlords' Application for Dispute Resolution, made May 10, 2017, seeking an Order of Possession and Monetary Order for unpaid rent and utilities; to apply the security deposit towards their monetary award; and to recover the cost of the filing fee from the Tenants. On May 17, 2017, the Landlords amended their Application to increase their monetary claim.

The Landlords attended the Hearing and gave affirmed testimony. The Tenants did not attend the Hearing which remained open for 20 minutes.

The Landlords testified that they mailed the Notice of Hearing documents to each of the Tenants, by registered mail, to the rental unit on May 13, 2017. They testified that they also mailed each of the Tenants copies of their amended Application, by registered mail, on May 17, 2017. The Landlords provided copies of the registered mail receipts and tracking numbers.

The Landlords testified that the registered documents were returned to them, unclaimed. The Landlord PP stated that on June 15, 2017, he texted both of the Tenants, enclosing a copy of the Notice of Hearing. He stated that he did not get a response from the Tenant CT, but that the Tenant FP replied to the text. PP testified that FP advised the Landlord that he had moved out of the rental unit after the Tenants separated. PP stated that he does not believe that to be true, because he has recently seen FP's vehicle at the rental unit.

I find that the Tenants were both duly served with the Notice of Hearing documents and amended Application, pursuant to the provisions of Section 89(c) of the Act. I find that the Tenants were deemed to be served 5 days after mailing the documents, pursuant to the provisions of Section 92 of the Act. The Hearing continued in the Tenants' absence.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession and Monetary Award?

Background and Evidence

The Landlords testified that they served the Tenants with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting the document to the Tenants' door on May 1, 2017. There is no evidence that the Tenants disputed the Notice.

The Landlords testified that the Tenants owe unpaid rent for May and June, 2017, in the total amount of \$3,100.00, and unpaid utilities for May, 2017, in the amount of \$514.00. The Landlords provided a copy of the tenancy agreement and copies of utility bills in evidence.

Analysis

I accept the Landlords' undisputed affirmed testimony in its entirety.

Sections 46(4) and (5) of the Act provides:

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

I find that the Tenants did not dispute the Notice to End Tenancy and therefore they are conclusively presumed to have accepted that the tenancy ended on May 11, 2017.

I further find that the Tenants did not pay rent for May, 2017 and that they are overholding. I find that the Landlords lost revenue for the month of June, 2017, due to the Tenants' breach of the Act. I find that the Tenants are in arrears for utilities in the amount of \$514.00 up to and including May, 2017.

The Landlords have established their monetary claim, as follows:

Unpaid rent for May, 2017	\$1,550.00
Loss of revenue for June, 2017	\$1,550.00
Unpaid utilities	<u>\$514.00</u>
Total	\$3,614.00

The Landlords' claim has been successful and I find that they are entitled to recover the cost of the \$100.00 filing fee from the Tenants.

Pursuant to the provisions of Section 72 of the Act, the Landlords may apply the \$775.00 security deposit towards partial satisfaction of their monetary award.

Conclusion

I hereby provide the Landlords with an Order of Possession **effective 2 days after service of the Order upon the Tenants**. This Order may be enforced through the Supreme Court of British Columbia.

I hereby provide the Landlords with Monetary Order for service upon the Tenants, calculated as follows:

Monetary award	\$3,614.00
Recovery of filing fee	\$100.00
Less set-off of security deposit	<u><\$775.00></u>
TOTAL	\$2,939.00

This Monetary Order may be enforced through the Provincial Court of British Columbia (Small Claims Division).

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 22, 2017

Residential Tenancy Branch