



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's Application made May 11, 2017: CNR

Landlords' Application made May 17, 2017: OPR; MNR; MNDC; MNSD; FF

Introduction

These matters were scheduled to be heard by teleconference on June 23, 2017, at 11:00 a.m. The Landlords and their witness signed into the teleconference and were ready to proceed; however the Tenant did not sign into the teleconference which remained open for 20 minutes.

The Landlords gave affirmed testimony at the Hearing. They testified that they mailed the Notice of Hearing documents and copies of their documentary evidence to the Tenant, by registered mail, to the rental unit on May 17, 2017. The Landlords provided the tracking numbers for the registered mail package. Based on the Landlords' affirmed testimony, I find that the Tenant was duly served.

The Tenant did not attend the Hearing and therefore her Application is dismissed.

Issue(s) to be Decided

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

Background and Evidence

The Landlords gave the following oral and documentary evidence:

A copy of the tenancy agreement was provided in evidence. Monthly rent is \$700.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$300.00.

The Landlords testified that the Tenant did not pay rent when it was due on May 1, 2017. The Landlords issued a Notice to End Tenancy for Unpaid Rent on May 5, 2017, and posted the Notice to the Tenant's door. The Tenant's Application provides that the Tenant received the Notice on May 6, 2017.

The Landlords stated that the Tenant has not paid rent for May or June, 2017. The Landlords seek a monetary award in the amount of \$1,400.00 for this portion of their claim.

The Landlords testified that a moving truck came to the rental unit on June 12, 2017, and removed some of the Tenant's belongings. They testified that a pick-up truck also came to the rental unit on June 18, 2017, and took away more of the Tenant's belongings. The Landlords stated that the Tenant has not returned the keys to the rental unit.

The Landlords testified that the Tenant damaged the lawn. While moving a treadmill, a truck got stuck in the lawn area of the rental property and a second truck came to pull the truck out. This caused deep tire ruts in the lawn. The Landlords provided photographs in evidence. The Landlords seek a monetary award in the amount of \$300.00 to repair the damage left by the trucks.

Analysis

I accept the Landlords' undisputed affirmed testimony in its entirety. I find that the Tenant did not pay rent for May, 2017, in the amount of \$700.00, and that the Landlords are entitled to an Order of Possession and a monetary award for unpaid rent for May, 2017. I find that the tenancy ended on May 16, 2017. I further find that the Landlords are entitled to loss of revenue for the month of June, 2017, in the amount of \$700.00.

With respect to the Landlords' claim for damages to the lawn, although I find that the Tenant did cause damage, I find that the Landlords did not provide sufficient evidence of the cost to repair such damage (for example an estimate for repairs). Therefore, I award the Landlords a nominal amount of \$100.00 for repairing the lawn.

The Landlords have been successful in their Application and I find that they are entitled to recover the cost of the \$100.00 filing fee from the Tenant.

The Landlords may apply the security deposit towards their monetary award. The Landlords are hereby provided with a Monetary Order, calculated as follows:

Unpaid rent for May, 2017	\$700.00
Loss of revenue for June, 2017	\$700.00
Repairs to the lawn	\$100.00
Recovery of the filing fee	\$100.00
Less set-off of security deposit	<u><\$300.00></u>
TOTAL	\$1,300.00

Conclusion

The Tenant's Application is dismissed. I find that the tenancy ended on May 16, 2017.

The Landlords are hereby provided with an Order of Possession effective **2 days after service of the Order upon the Tenant**. This Order may be enforced through the Supreme Court of British Columbia.

The Landlords are hereby provided with a Monetary Order in the amount of **\$1,300.00** for service upon the Tenant. This Order may be enforced through the Provincial Court of British Columbia (Small Claims 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: June 23, 2017

Residential Tenancy Branch