



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR; OPR

Introduction

This is the Landlord's Application for Dispute Resolution for an Order of Possession and a monetary award for unpaid rent. This Application which was originally scheduled to be considered as a Direct Request Proceeding, on September 20, 2017. The adjudicator adjourned the Application to a participatory Hearing, to be held by teleconference, on October 31, 2017, at 11:00 a.m.. This is the reconvened Hearing. The teleconference remained open and monitored for 21 minutes, but the Tenant did not attend the Hearing.

The Landlord attended the Hearing and gave affirmed testimony. She testified that she mailed the Notice of Reconvened Hearing, a copy of the Interim Decision, and the documentary evidence to the Tenant by registered mail to the rental unit, on September 22, 2017. The Landlord provided a copy of the registered mail receipt and tracking number in evidence. I am satisfied that the Tenant was duly served with notice of this Hearing and the matter proceeded in her absence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a monetary award for unpaid rent?

Background and Evidence

Monthly rent is \$950.00, due on the first day of each month. The Landlord testified that the Tenant paid only 75.00 of August, 2017, rent and did not pay any of September, 2017, rent when it was due. The Landlord testified that she went to the rental unit, in

the presence of a witness, to serve the Tenant with the Notice to End Tenancy on September 3, 2017. She stated that she could hear the Tenant's voice inside the rental unit, but the Tenant would not come to the door. The Landlord stated that she placed the Notice to End Tenancy for Unpaid Rent in the Tenant's door, securely between the door handle and the door, and then loudly said that she had left the Notice for the Tenant.

The Landlord reaffirmed that she sent copies of the Notice, tenancy agreement, and the Landlord's other documentary evidence to the Tenant along with the Notice of Reconvened Hearing.

The Landlord testified that the Tenant has not made any payment towards outstanding rent in the total amount of \$1,825.00, for August or September, 2017. She stated that in addition, she has not received any rent for the month of October, 2017.

The Landlord confirmed that she is holding a security deposit in the amount of \$475.00. She asked that the monetary award include loss of revenue for the month of October, 2017, and set-off of the security deposit.

The Landlord testified that the Tenant remains in possession of the rental unit.

Analysis

The Direct Request Procedure allows a landlord to apply for unpaid rent and an order of possession, but not for anticipated loss of revenue. However, Rule 4.2 of the Rules of Procedure provides:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

[Reproduced as written]

I find that the Tenant could reasonably anticipate that the Landlord would seek to recover rent for the month of October, 2017. Therefore, I amend her Application to include loss of revenue for October, 2017, in the amount of \$950.00.

I accept the undisputed affirmed testimony of the Landlord in its entirety.

I find that the Tenant was sufficiently served with the Notice to End Tenancy on September 6, 2017, pursuant to the provisions of Section 71(2)(b) of the Act. I find that the tenancy ended on September 16, 2017, and that the Tenant is overholding. I find that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenant.

I find that the Landlord is also entitled to a monetary award for unpaid rent and loss of revenue for the months of August, September and October, 2017, in the total amount of \$2,775.00. Pursuant to the provisions of Section 72 of the Act, I order that the Landlord apply the \$475.00 security deposit against her monetary award. The Landlord is provided with a Monetary Order, calculated as follows:

Unpaid rent and loss of revenue	\$2,775.00
Less set off of security deposit	<u>-\$475.00</u>
TOTAL	\$2,300.00

Conclusion

The Landlord is hereby provided with an Order of Possession, **effective 2 days after service of the Order upon the Tenant**. This Order may be enforced in the Supreme Court of British Columbia.

The Landlord is hereby provided with a Monetary Order in the amount of **\$2,300.00** for service upon the Tenant. This Order may be enforced in 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: October 31, 2017

Residential Tenancy Branch