



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC; MNR; FF

Introduction

This is the Landlord's Application for Dispute Resolution made October 3, 2017, and amended October 6, 2017. The Landlord seeks an Order of Possession; a monetary award for unpaid rent, and to recover the cost of the filing fee from the Tenant.

This matter was scheduled to be heard by teleconference on December 13, 2017, at 9:30 a.m. The Landlord attending the Hearing and gave affirmed testimony. The Landlord testified that she served the Tenant with the amended Application, Notice of Hearing and copies of her documentary evidence by handing the documents to the Tenant at the rental unit on October 6, 2017, at 4:30 p.m.

Based on the affirmed testimony of the Landlord, I find that the Tenant was duly served with the Notice of Hearing documents. Despite being duly served, the Tenant did not attend the Hearing and the matter proceeded in the Tenant's absence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession based on a One Month Notice to End Tenancy for Cause issued August 31, 2017 (the "Notice"), and a monetary award?

Background and Evidence

This tenancy began on August 1, 2017. Monthly rent is \$675.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$337.50.

The Landlord testified that she attached the Notice to the Tenant's door on August 31, 2017, at 11:30 a.m.

The Landlord testified that the Tenant has not paid rent for September, October, November or December, 2017. She stated that there was damage to the rental unit, but

she has not been able to access the rental unit to assess the damage because the Tenant has replaced the lock without the Landlord's permission.

Analysis

Based on the Landlord's undisputed, affirmed testimony, pursuant to the provisions of Section 92 of the Act, I find that the Tenant was deemed to have received the Notice on September 3, 2017 (3 days after posting the Notice to the Tenant's door).

The Tenant did not dispute the Notice and therefore she is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. I find that the Notice was effective on October 31, 2017. The Tenant is overholding and I find that the Landlord is entitled to an Order of Possession.

I accept the Landlord's undisputed, affirmed testimony that the Tenant has paid no rent since September 1, 2017. Further to the provisions of Section 4.2 of the Rules of Procedure, I amend the Landlord's Application to include a request for loss of revenue for the months of November and December, 2017.

Pursuant to the provisions of Section 38 of the Act, the Landlord may apply the security deposit towards partial satisfaction of her monetary award.

The Landlord's Application has been successful and I find that she is entitled to recover the cost of the filing fee from the Tenant.

The Landlord is at liberty to make another Application for damages, if she so desires.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent for September and October, 2017	\$1,350.00
Loss of revenue for November and December, 2017	\$1,350.00
Recovery of the filing fee	\$100.00
Set off of security deposit	<u><\$337.50></u>
TOTAL	\$2,462.50

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 **\$2,462.50** 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: December 13, 2017

Residential Tenancy Branch