



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR; MNR; FF

Introduction

This matter was first considered by way of an ex parte Direct Request Proceeding on December 15, 2017. The adjudicator issued an Interim Decision, which should be read in conjunction with this Decision. The adjudicator adjourned the matter to be heard by participatory Hearing on January 10, 2018, in order that questions could be asked and answered with respect to the identity of the Landlord.

The Landlord attended the participatory Hearing and gave affirmed testimony.

The Landlord testified that he personally served the Tenants with the Notice of Reconvened Hearing document and copies of documentary evidence, on December 21, 2017. He provided a copy of a proof of service document in evidence, which is signed by a witness. I am satisfied that both Tenants were duly served with the Notice of Reconvened Hearing. Despite being served with the documents, the Tenants did not attend the Hearing which remained open for 15 minutes, and the matter proceeded in their 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

The Landlord purchased the rental property and registered the property in the Land Title Office under his numbered company's name. The Landlord provided a copy of a Land Title document, indicating that the Landlord is an authorized signator for the numbered company which is noted as the landlord on the tenancy agreement. I am satisfied that the Landlord is the Tenants' landlord as defined by the Act.

This tenancy began on March 1, 2017. Monthly rent is \$1,500.00, due on the first day of each month.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on October 15, 2017, for \$1,350.00 in unpaid rent.

The Landlord provided a Proof of Service document which was signed by a witness, confirming service of the Notice to End Tenancy on October 15, 2017. Based on the documentary evidence provided by the Landlord, I accept that the Tenants were served with the 10 Day Notice to End Tenancy for Unpaid Rent on October 15, 2017.

The Tenants did not pay all of the outstanding rent or make an Application for Dispute Resolution seeking to cancel the Notice to End Tenancy within 5 days of receipt of the Notice.

The Landlord testified that the Tenants paid some monies since the Notice was issued, but that the Landlord accepted the amounts for use and occupancy only. He testified that the outstanding balance as at December 31, 2017 is \$1,970.00. In addition, the Tenants did not pay anything towards rent for the month of January, 2018.

The Landlord testified that he is holding a security deposit in the amount of \$750.00.

The Landlord stated that the Tenants told him they moved out "yesterday", but the Landlord is not confident that they have done so and the Tenants have not returned the key to the rental unit.

Analysis

I accept the Landlord's undisputed affirmed testimony in its entirety.

I find that the Notice to End Tenancy is a valid notice to end the tenancy. Pursuant to the provisions of Section 46 of the Act, the Tenants were conclusively presumed to have accepted that the tenancy ended on October 25, 2017, the effective date of the Notice. I find that the Landlord is entitled to an Order of Possession.

Pursuant to the provisions of the Rules of Procedure, I hereby amend the Landlord's Application to include a request for loss of revenue for the month of January, 2018. I find that the Landlord is entitled to a monetary award for unpaid rent in the amount of \$1,970.00 and loss of revenue in the amount of \$1,500.00.

Further to the provisions of Section 72 of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award.

The Landlord's Application had merit and I find that he is entitled to recover the cost of the filing fee from the Tenants.

The Landlord is hereby provided with a Monetary Order, calculated as follows:

Unpaid rent	\$1,970.00
Loss of revenue	\$1,500.00
Recovery of the filing fee	\$100.00
Less security deposit set-off	<u><\$750.00></u>
TOTAL	\$2,820.00

Conclusion

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

The Landlord is also provided with a Monetary Order in the amount of **\$2,820.00** for service upon the Tenants. 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: January 10, 2018

Residential Tenancy Branch