



Dispute Resolution Services

Page: 1

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 18, 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 12, 2018, in order that questions could be asked and answered with respect to the day of the month that rent was due under the tenancy agreement.

The Landlords attended the participatory Hearing and gave affirmed testimony.

The Landlords testified that they mailed the Notice of Reconvened Hearing to each of the Tenants, by registered mail, on December 22, 2017. The Landlords provided copies of the registered mail receipts in evidence. I am satisfied that all of the Tenants were duly served with the Notice of Reconvened Hearing, pursuant to the provisions of Section 89 of the Act. The Hearing remained open for 20 minutes, but the Tenants did not attend. The matter continued in their absence.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession and a monetary award for unpaid rent?

Background and Evidence

The Landlords gave the following relevant evidence:

The Landlords testified that the rent was due on the first day of each month. They testified that they would pick up the rent from the Tenants when it was due and had done so since the beginning of the tenancy, December 1, 2015. The Landlords stated that rent was generally paid

on time, except for rent for the month of November, 2017. The Tenants paid only a portion of the rent, in the amount of \$1,150.00, and therefore on November 21, 2017, the Landlords issued the Notice to End Tenancy for Unpaid Rent.

Monthly rent at the beginning of the tenancy was \$1,850.00. Current monthly rent is \$1,950.00, effective April 1, 2017. The Tenants paid a security deposit in the amount of \$925.00 and a pet damage deposit in the amount of \$200.00.

The Landlords provided a Proof of Service document which was signed a witness, confirming that the Notice to End Tenancy was hand delivered to the Tenant AD on November 21, 2017. Based on the documentary evidence provided by the Landlords, I accept that the Tenants were duly served with the 10 Day Notice to End Tenancy for Unpaid Rent.

The Tenants did not pay 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's agent stated that the Tenants have not paid any monies towards the unpaid rent. In addition, the Tenants have not paid anything towards rent for December, 2017 or January, 2018.

Analysis

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

Based on the Landlords' testimony, I find that the rent was due on the first day of each month. 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 December 1, 2017, the effective date of the Notice.

I find that the Tenants are overholding and that the Landlords are entitled to an Order of Possession.

Pursuant to the provisions of Rule 4.2 of the Rules of Procedure, I hereby amend the Landlords' Application to include a request for loss of revenue for the months of December, 2017, and January, 2018. I find that the Landlords are entitled to a monetary award for unpaid rent for November, 2017, in the amount of \$800.00 and loss of revenue in the total amount of \$3,900.00.

Further to the provisions of Section 72 of the Act, the Landlords may apply the security and pet damage deposits towards partial satisfaction of their monetary award.

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

The Landlords are hereby provided with a Monetary Order, calculated as follows:

Unpaid rent	\$800.00
Loss of revenue	\$3,900.00
Recovery of the filing fee	\$100.00
Less set-off of the deposits	<u><\$1,125.00></u>
TOTAL	\$3,675.00

Conclusion

The Landlords are 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 Landlords are also provided with a Monetary Order in the amount of **\$3,675.00** 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 12, 2018

Residential Tenancy Branch