



# Dispute Resolution Services

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 20, 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 identity of the Landlord.

The Landlords attended the participatory Hearing and gave affirmed testimony.

The Landlord testified that he mailed the Notice of Reconvened Hearing to the Tenant, by registered mail, on December 23, 2017. The Landlord provided a copy of he registered mail receipt in evidence. I am satisfied that the Tenant was duly served with the Notice of Reconvened Hearing, pursuant to the provisions of Section 89 of the Act. The Hearing remained open for 15 minutes, but the Tenant did not attend. The matter continued in his 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 gave the following relevant evidence:

The adjudicator considering the Landlord's Application was concerned that the Landlord's name on the tenancy agreement (BT) is not the same as the Landlord's name on Application and the Notice to End Tenancy (ST). The Landlord testified that his "legal" name is BT and his "English" name is ST. He stated that he goes by both names. The Landlord provided a copy of a letter from his employer, confirming that his name is ST. Although the letter does not provide that he also is known as BT, I am satisfied that BT and ST are the same person and the Landlord, for the following reasons:

1. The Landlord's signature is identical on the tenancy agreement, Notice to End Tenancy, and all other documents provided, whether the Landlord is referred to as BT or ST.
2. The email address given for BT contains the name ST.
3. The letter from the Landlord's employer is a private letter and would not easily be available to anyone other than the Landlord ST.

4. The Landlord provided affirmed testimony attesting that he is both BT and ST. This testimony is undisputed by the Tenant.

Monthly rent is \$600.00. The Tenant paid a security deposit in the amount of \$300.00.

The Landlord testified that rent is due on the 29<sup>th</sup> day of each month. He testified that the Tenant did not pay rent when it was due on November 29, 2017, and therefore on December 10, 2017, the Landlord issued the Notice to End Tenancy for Unpaid Rent.

The Landlord provided a Proof of Service document which was signed a witness, confirming that the Notice to End Tenancy was attached to the Tenant's door on December 10, 2017. Based on the documentary evidence provided by the Landlords, I accept that the Tenant was duly served with the 10 Day Notice to End Tenancy for Unpaid Rent. Service in this manner is deemed to be effective 3 days after posting the document, December 13, 2017.

The Tenant 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 stated that the Tenant has not paid any monies towards the unpaid rent. In addition, the Tenant has not paid anything towards rent that was due on December 29, 2017.

### **Analysis**

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

Based on the Landlords' testimony, 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 Tenant was conclusively presumed to have accepted that the tenancy ended on December 23, 2017, the effective date of the Notice.

I find that the Tenant is overholding and that the Landlord is 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 December 29, 2017, rent payment. I find that the Landlord is entitled to a monetary award for unpaid rent in the amount of \$600.00 and loss of revenue in the amount of \$600.00.

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 has been successful in his Application and I find that he is entitled to recover the cost of the filing fee from the Tenant.

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

Unpaid rent	\$600.00
Loss of revenue	\$600.00
Recovery of the filing fee	\$100.00
Less set-off of the security deposit	<\$300.00>

TOTAL

\$1,000.00

**Conclusion**

The Landlord is hereby provided with an Order of Possession **effective two days after service of the Order upon the Tenant**. 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 **\$1,000.00** 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: January 12, 2018

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Residential Tenancy Branch