



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR; MNR; MNDC, MNSD; FF; O

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

The Landlord provided sufficient evidence that the Tenant was served with the Notice of Hearing documents by registered mail, sent June 29, 2011, to the rental unit. The Tenant signed into the Hearing nine minutes after it was scheduled to begin.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent for May and loss of revenue for June and July, 2011?

Background and Evidence

The Landlord's agent gave the following testimony:

Monthly rent is \$730.00 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$365.00 on November 1, 2010.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on May 2, 2011, and posted it to the Tenant's door on the same day.

The Tenant did not pay any rent for May, June or July, 2011, and remains in the rental unit.

The Tenant gave the following testimony:

After the Tenant signed into the Hearing, I repeated the Landlord's testimony to the Tenant. The Tenant did not dispute any of the Landlord's testimony. He requested more time to move out of the rental unit.

The Landlord's agent agreed to extend the date of possession of the rental unit until July 31, 2011, at 1:00 p.m.

Analysis

Based on the testimony of both parties, I accept that the Landlord served the Tenant with the Notice to End Tenancy by posting the Notice on the Tenant's door on May 2, 2011. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents. The Tenant did not pay the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on May 15, 2011. The Landlord is entitled to an Order of Possession and I make that Order. The Landlord's agent asked that the Order be effective July 31, 2011.

Based on the testimony of both parties, the Landlord's agent has established a monetary claim for unpaid rent and loss of revenue for the months of May, June and July, 2011, in the total amount of \$2,190.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Unpaid rent and loss of revenue	\$2,190.00
Subtotal	\$2,240.00
Less security deposit	- \$365.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,875.00

Conclusion

I hereby grant the Landlord an Order of Possession effective **1:00 p.m., July 31, 2011** for service upon the Tenant. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby grant the Landlord a Monetary Order in the amount of **\$1,875.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that 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: July 26, 2011.

Residential Tenancy Branch