



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR; MNR; MNDC, MNSD; FF

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 and accrued interest in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

At the outset of the Hearing, the agent for the Landlord withdrew the Landlord's application against the Tenant GL, who is deceased. The matter proceeded against the Tenant LG only.

The Landlord did not tick off the box requesting compensation for damage or loss under the Act, regulation or tenancy agreement; however, it is clear from the "Details of the Dispute" section of the Landlord's Application for Dispute Resolution that the Landlord is seeking compensation for loss of revenue and therefore I amended the Landlord's Application to include MNDC.

The Landlord's agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant LG, via registered mail, to the rental unit on May 2, 2014. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant LG was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence. The teleconference remained open for 20 minutes.

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 February and March, 2014, and loss of revenue for April, May and June, 2014?

Background and Evidence

The Landlord's agent gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on March 1, 2001, 2013. Monthly rent at the beginning of the tenancy was \$685.00, due on the first day of each month. The Landlord's agent testified that current rent is \$870.00. In support of this, the Landlord provided copies of Notices of Rent Increase in evidence. The Tenants paid a security deposit in the amount of \$342.50 on March 3, 2001.

The Tenant GL passed away in February, 2014. The Tenant LG did not pay rent when it was due on February 1, 2014, and advised the Landlord that she was attempting to get subsidy. The Tenant LG did not pay rent when it was due on March 1, 2014, and the Landlord issued a Notice to End Tenancy for Unpaid Rent for the months of February and March, 2014 (the "Notice") in the amount of \$1,740.00. A copy of the Notice was provided in evidence.

The Landlord's agent served the Tenant LG with the Notice by posting it on the Tenant's door at the rental unit on March 12, 2014.

The Landlord's agent testified that the Tenant has not paid any of the outstanding rent. The Landlord seeks a monetary award, calculated as follows:

Unpaid rent for February and March, 2014	\$1,740.00
Loss of revenue for April, May and June, 2014	<u>\$2,610.00</u>
TOTAL	\$4,350.00

Analysis

The Tenant LG has not filed an Application for Dispute Resolution disputing the Notice.

I accept that the Landlord's agent served the Tenant LG with the Notice to End Tenancy by posting the Notice on the Tenant's door on March 12, 2014. 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, in this case March 15, 2014.

Section 53 of the Act provides that an incorrect end-of-tenancy date on a notice to end tenancy is automatically corrected to the earliest date that complies with the Act. I

accept the Landlord's agent's affirmed undisputed testimony that the Tenant did not pay the arrears within 5 days of receiving the Notice. Based on the foregoing, I find that the Tenant is conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ended on March 25, 2014. I find that the Landlord is entitled to an Order of Possession and a monetary award as claimed.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary award. Interest in the amount of \$20.98 has accrued on the security deposit.

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

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

Landlord's monetary award	\$4,350.00
Recovery of the filing fee	\$50.00
Less set off of security deposit and interest	<u>-\$363.48</u>
TOTAL MONETARY ORDER	\$4,036.52

Conclusion

I hereby grant the Landlord an Order of Possession effective **2 days after service of the Order upon the Tenant LG**. 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 **\$4,036.52** for service upon the Tenant LG. 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: June 11, 2014

Residential Tenancy Branch

