



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR; MNR

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 11, 2018, in order that questions could be asked and answered with respect to the identity of the Landlord.

The Landlord's agent attended the participatory Hearing and gave affirmed testimony.

The Landlord's agent testified that she mailed the Notice of Reconvened Hearing to each of the Tenants, by registered mail, on December 20, 2017. She provided a copy of the registered mail receipts in evidence. I am satisfied that both parties were duly served with the Notice of Reconvened Hearing. The Hearing remained open for 15 minutes, but the Tenants did not attend. The matter continued 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 from the landlord named on the tenancy agreement. The Landlord provided a copy of a five page document dated February 7, 2017, which sets forth the terms of the sale. I am satisfied that the Landlord is the Tenants' landlord as defined by the Act.

This tenancy began on April 1, 2014. Monthly rent at the beginning of the tenancy was \$1,425.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$712.50. Current monthly rent is \$1,477.00.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on December 4, 2017, for \$2,954.00 in unpaid rent.

The Landlord provided a Proof of Service document which was signed a witness, confirming that the Notice to End Tenancy was placed in the Tenants' mail box on December 4, 2017. Based on the documentary evidence provided by the Landlord, I accept that the Tenants were 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 placing the document in the Tenants' mail box.

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 January, 2018.

Analysis

I accept the Landlord's agent'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 December 17, 2017, the effective date on the Notice.

I find that the Tenants are overholding and 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 for November and December, 2017, in the amount of \$2,954.00 and loss of revenue in the amount of \$1,477.00 for the month of January, 2018.

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

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

| | |
|-------------------------------|-------------------------|
| Unpaid rent | \$2,954.00 |
| Loss of revenue | \$1,477.00 |
| Less security deposit set-off | <u><\$712.50></u> |
| TOTAL | \$3,718.50 |

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 **\$3,718.50** 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 11, 2018

Residential Tenancy Branch