



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order for unpaid rent, retention of the security deposit, and recovery of the filing fee. Agents for the landlord participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

As the tenant has now vacated the unit, the landlord withdrew the earlier application for an order of possession. Further, as cleaning and repair work have not yet been completed in the unit, and the total related costs are still unknown, the landlord withdrew the earlier application for a monetary order as compensation for damage or loss under the Act.

Issues to be decided

- Whether the landlord is entitled to any or all of the above

Background and Evidence

Pursuant to a written residential tenancy agreement, the term of the tenancy was from May 1, 2007 to April 30, 2008. Thereafter, tenancy continued on a month-to-month basis. Rent in the amount of \$940.00 was payable on the first day of the month, and a security deposit of \$437.50 was collected on April 16, 2007.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated July 3, 2009. The notice was served by posting on the tenant's door on that same date. A copy of the

notice was submitted into evidence. Subsequently, the tenant did not pay the full amount of rent overdue for the month of July, and the tenant vacated the unit at the end of the month without leaving a forwarding address.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated July 3, 2009. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice, and the tenant actually vacated the unit at the end of July 2009.

As for the monetary order, I find that the landlord has established a claim of \$560.00. This is comprised of \$485.00 in unpaid rent for July 2009, a \$25.00 fee for late payment of rent, and recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit of \$437.50 plus interest of \$11.30, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$111.20 (\$560.00 - \$448.80).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$111.20**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: September 3, 2009

Dispute Resolution Officer