

Decision

Dispute Codes: MNR, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite the landlord's mailing of the application for dispute resolution and notice of hearing by way of registered mail, the tenant did not appear. Evidence provided by the landlord includes the Canada Post tracking number for the registered mailing.

The landlord's agent testified that, subsequent to the filing of this application, the tenant gave notice to end the tenancy effective February 28, 2011. In the result, the landlord withdrew the request for an order of possession included in the original application.

Issues to be decided

- Whether the landlord is entitled to either or both of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the original fixed term of the tenancy was from February 10 to August 31, 2010. Thereafter, tenancy continued on a month-to-month basis. Monthly rent is \$855.00, and a security deposit of \$427.50 was collected.

Arising from rent of \$160.00 which remained overdue for payment in January 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated January 11, 2011. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted into evidence. Subsequently, on January 31, 2011 the tenant gave notice of his intent to end the tenancy effective at the end of February, and on February 1, 2011, he made payment toward rent in the limited amount of \$450.00.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Based on the documentary evidence and the affirmed / 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 January 11, 2011. The tenant did not pay the full amount of

outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. Accordingly, while I find that the landlord is entitled to an order of possession, as earlier noted, the landlord withdrew that aspect of the original application.

As for the monetary order, I find that the landlord has established a claim of \$615.00, which is calculated as follows:

\$160.00: unpaid rent for January 2011

\$855.00: rent due for February 2011

Sub-total: \$1,015.00

Minus tenant's payment of \$450.00 on February 1, 2011

Balance: \$565.00 (\$1,015.00 - \$450.00) plus the \$50.00 filing fee.

Total: \$615.00 (\$565.00 + \$50.00).

The landlord's application does not include an application to retain the security deposit.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$615.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court 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*.

DATE: February 15, 2011

Residential Tenancy Branch