



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlords' application for an Order of Possession and Monetary Order for unpaid rent. The tenant did not appear at the hearing. The landlord testified that the tenant was personally served with the hearing documents on January 25, 2011. The landlord testified the tenant has since vacated the rental unit and was last seen at the property on January 28, 2011. Having been satisfied the tenant was sufficiently served with notification of this hearing I proceeded to hear from landlord without the tenant present.

As the landlord has stated the tenant has vacated I determined an Order of Possession is no longer required and I do not provide one with this decision.

The landlord also requested the application be amended to request retention of the security deposit in partial satisfaction of the amount owed the landlords. The request for amendment was granted as I did not find that it prejudices the tenant.

Issue(s) to be Decided

Are the landlords entitled to compensation for unpaid rent from the tenant?
Are the landlords authorized to retain the security deposit?

Background and Evidence

The landlord provided the following undisputed evidence. The tenancy commenced December 2010 and the tenant paid a \$250.00 security deposit. The tenant was required to pay rent of \$500.00 on the 1st day of every month under a verbal tenancy agreement. The tenant did not pay rent for January 2011 and the landlords posted a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the tenant's door on January 13, 2011 in the presence of a witness. The tenant did not pay the outstanding rent or dispute the Notice. The landlords have not yet been able to re-rent the unit as the tenant left the unit full of garbage.

The landlords have requested compensation of \$500.00 for January 2011 unpaid rent and \$500.00 for loss of rent for February 2011.

The landlords provided a copy of the Notice as evidence for this hearing. The Notice indicates the tenant failed to pay \$500.00 on the 1st day of January 2011 and has an effective vacancy date of January 22, 2011.

Analysis

Based upon the evidence before me, I accept that the tenant was required to pay rent for January 2011 in the amount of \$500.00 under the terms of a tenancy agreement and failed to do so. I am satisfied the landlords posted a Notice to End Tenancy on the tenant's door on January 13, 2011 and because the tenant did not pay the outstanding rent or dispute the Notice, the tenancy legally ended on January 26, 2011 pursuant to sections 46 and 53 of the Act.

I find the landlords are entitled to recover unpaid rent for the month of January 2011. I am also satisfied the tenant violated the Act by not giving sufficient notice to end the tenancy, left the unit with garbage in it and the landlord was not provided sufficient time to re-rent the unit for February 2011. Therefore, I grant the landlord's request for compensation as requested.

Since the landlords were successful in this application I award the filing fee to the landlords. I authorize the landlords to retain the tenant's security deposit in partial satisfaction of the rent owed. The landlords are provided a Monetary Order in the amount of \$800.00 [$\$500.00 + 500.00 + 50.00 - 250.00$] to serve upon the tenant. The Monetary Order may be enforced in Provincial Court (Small Claims) as necessary.

Conclusion

The tenant has vacated the rental unit and the tenancy has ended. The landlords are authorized to retain the tenant's security deposit and have been provided a Monetary Order for the balance of \$800.00 to serve upon the tenant.

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: February 10, 2011.

Residential Tenancy Branch