

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This is an application filed by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a monetary order request for unpaid rent, for loss of rental income and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

At the beginning of the hearing the Landlord stated that the notice of hearing package was sent by DHL Courier to the Tenant at the rental unit on June 22, 2011. The Landlord states that the Courier service made 9 attempts on continuous business days to deliver the notice of hearing documents until July 5, 2011. On this date the Landlord received the returned package from the Courier as being unable to deliver. The Landlord states that the rental unit was visited on this date and that it was determined that the Tenant had abandoned the rental unit. As such, the Landlord is in possession of the rental unit and is no longer seeking an order of possession and withdraws this portion of the application.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

The Landlord states that the Tenant is in rent arrears for \$725.00 for the month of June as shown in the submitted copy of the 10 day notice to end tenancy for unpaid rent. The Landlord states that the Tenant did not pay the rent or file an application for dispute within the allowed 5 days.

The Landlord is seeking the pro-rated rent for the month of July until the 5th when the Landlord discovered the rental unit abandoned and regained possession. The Landlord states that the Tenant has not contacted the Landlord or provided a forwarding address.

Analysis

Based upon the submitted evidence and the undisputed testimony of the Landlord, I am satisfied that the Tenant was properly served with the notice of hearing documents by courier on June 22, 2011.

I am also satisfied based upon the undisputed direct testimony of the Landlord that the Tenant was properly served in person with the 10 day notice to end tenancy on June 2, 2011.

The Tenant did not pay the outstanding rent or file a dispute within the allowed 5 days upon receipt of the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts and the submitted evidence of the Landlord, I find that the Landlord has established a monetary claim for \$750.00 in unpaid rent and \$120.96 for the lost rental income until July 5 ($\$750.00 \div 31 \text{ days} = \$24.19 \times 5 \text{ days} = \120.96). The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$362.50 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$533.46. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court.

Conclusion

The Landlord is granted a monetary order for \$533.46.
The Landlord may retain the security deposit.

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: July 12, 2011.

Residential Tenancy Branch