



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent, a monetary order for unpaid rent and damages to the rental unit, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that the Tenant left the rental unit at the end of March 2014, without providing a forwarding address. The Landlord testified that no one else is living in the rental unit. The Landlord testified that he has no idea where the Tenant is now.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an order of possession and monetary relief?

Background and Evidence

Based on the testimony and submissions of the Landlord, I find that the Tenant was served with a 10 day Notice to End Tenancy for non-payment of rent on March 4, 2014, by posting on the door (the "Notice"). The Landlord did not provide a copy of the Notice in evidence.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice by filing an Application for Dispute Resolution.

The Landlord testified that the Tenant did not pay the rent. There is no evidence the Tenant filed an Application to dispute the Notice.

The Landlord read into evidence a note he received from the Tenant that announced to the Landlord that the Tenant was leaving the rental unit. The note was dated March 28, 2014, according to the Landlord's testimony.

The Landlord also testified he did not receive a security deposit from the Tenant. The Landlord was unclear on why he applied to keep the deposit when he testified he did not receive one.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and 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.

Furthermore, it appears the Tenant has abandoned the rental unit without giving a forwarding address to the Landlord. Therefore, pursuant to section 44 of the Act I find that the Tenant has abandoned this rental unit as of March 28, 2014.

For these reasons, I find that the Landlord is entitled to an order of possession effective **at 1:00 p.m. today, May 15, 2014**. This order may be filed in the Supreme Court and enforced as an order of that Court.

As the Landlord testified he had no forwarding address for the Tenant, I find the Tenant was not served with the Application and therefore, I decline to award any monetary amounts. As the Landlord testified he has received no security deposit from the Tenant, I decline to award the cost of filing fee for the Application as the monetary order would be of no value to the Landlord as he himself suggested. The Landlord may apply for other monetary claims, such as unpaid rent and repairs to the rental unit, should he obtain the address of the Tenant.

The Landlord is cautioned that if indeed there is a security deposit from the Tenant it must be dealt with in accordance with section 38 of the Act.

Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy. Furthermore, I find the Tenant abandoned the rental unit

The Landlord is granted an order of possession for the rental unit and has leave to apply for monetary claims.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: May 15, 2014

Residential Tenancy Branch

