

# **Dispute Resolution Services**

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

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD, FF

This hearing dealt with an application by the landlord for a monetary order and an order of possession. I have also allowed the landlord's motion to amend the application to include an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the notice of hearing and application for dispute resolution by registered mail on August 30, 2008, the tenant did not participate in the conference call hearing.

On August 10, 2001, the tenant paid to the landlord a security deposit in the amount of \$320.00. On August 15, 2001, the tenant began his tenancy with an obligation to pay a monthly rent in the amount of \$640.00 due in advance on the first day of each month. During the hearing, the landlord said that during each of the past 7 years, she has increased the monthly rental amount by \$10 to \$20. The landlord added that in December, 2007, she gave the tenant a notice to increase the monthly rental amount to \$710.00 effective April 1, 2008.

In May of 2008, the tenant paid only \$335.00 towards the monthly rent. In June, July and August, the tenant failed any rent. On August 18, 2008, the landlord served the tenant with a notice to end tenancy with an effective date of August 31, 2008.

During the hearing, the landlord gave the following testimony with respect to events that took place subsequent to her service of this notice. At the end of August, the tenant disappeared and left all his possessions inside the unit. On September 2, the landlord reached the tenant on his cell phone. The tenant informed her that he was applying for social assistance and that he intended to abandon the rental unit. The landlord asked the tenant for a note confirming his intention to vacate the unit but she never received such a note from the tenant.

Based on the landlord's undisputed testimony, I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding amount of rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice. The tenant is therefore conclusively presumed to have accepted that the tenancy has ended.

I find that the landlord is entitled to an order of possession effective 2 days after service. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is seeking to recover from the tenant outstanding rent in the amount of \$2505.00. The tenant has left his possessions inside the unit and he has not given any written confirmation to vacate the unit. The landlord is therefore seeking to include a claim for loss of income for the amount of \$710.00. I find that the tenant should reasonably have known that the landlord could not re-rent the unit while he was still in residence and I allow the claim for a further \$710.00.

Based on the above, I find that the landlord is entitled to recover outstanding rent and loss of income in the amount of \$3215.00 and the filing fee of \$50.00. I order that the landlord retain the security deposit and interest in the amount of \$333.92 in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance of \$2931.08. This order may be filed in Small Claims Court and enforced as an order of that Court.

Dated September 24, 2008.