



# Dispute Resolution Services

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

## **Decision**

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

### **Introduction**

This hearing dealt with the landlord's application for a monetary order for unpaid rent / compensation for loss of rental income, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear. During the hearing the landlord's agent withdrew the earlier request for an order of possession as the tenant has apparently abandoned the unit.

### **Issue to be Decided**

- Whether the landlord is entitled to a monetary order under the *Act*

### **Background and Evidence**

While the tenant paid a security deposit in the amount of \$375.00 on October 19, 2006, pursuant to a written residential tenancy agreement, formal tenancy commenced on June 1, 2007. Currently, rent in the amount of \$808.86 is payable in advance on the first day of each month.

The tenant's cheque for November's rent failed to clear; as he had a credit in the amount of \$3.70, unpaid rent for November totals \$805.16. The landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant further failed to pay rent for the month of December and abandoned the unit on or around December 23, 2008 without providing a forwarding address.

The landlord submitted into evidence a copy of the 10 day notice to end tenancy dated November 13, 2008 which was served by posting on the tenant's door that same day.

### **Analysis**

Based on the documentary evidence and 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. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant 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.

As for the monetary order, I find the landlord has established a claim for \$2,497.88. This amount is comprised of unpaid rent for November (\$805.16), an NSF fee for November's rent (\$25.00), a late fee for November's rent (\$25.00), unpaid rent for December (\$808.86), a fee for late payment of December's rent (\$25.00), and compensation for loss of rental income for January 2009 (\$808.86). The landlord is also entitled to recovery of the \$50.00 filing fee (total claim: \$2,547.88). I order that the landlord retain the security deposit of \$375.00 plus interest of \$11.74 (total: \$386.74) in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 of the *Act* for the balance due of **\$2,161.14** (\$2,547.88 - \$386.74).

### **Conclusion**

I hereby grant the landlord a monetary order under section 67 of the *Act* for **\$2,161.14**. This order must be served on the tenant and may be filed in the Small Claims Court and enforced as an order of that Court.

DATE: January 8, 2008

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Dispute Resolution Officer