



# Dispute Resolution Services

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

## **Decision**

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

### **Introduction**

This hearing dealt with an application from the landlord for a monetary order as compensation for unpaid rent, replacement of damaged carpet, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee. The landlord 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. The landlord stated that as the tenant has vacated the unit he no longer seeks an order of possession.

### **Issue to be Decided**

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

### **Background and Evidence**

There is no written residential tenancy agreement in place for this month-to-month tenancy which began on September 1, 2008. Rent in the amount of \$600.00 was payable in advance on the first day of each month, and a security deposit of \$300.00 was collected at the start of tenancy.

The tenant failed to pay all rent due for the month of December 2008, and failed to pay any rent for January 2009. Accordingly, the landlord issued a 10 day notice to end tenancy for unpaid rent. Subsequently, the tenant paid half of February's rent and the tenant vacated the unit on or about February 15, 2009. The landlord submitted pictures of damaged carpet as well as a receipt for its replacement, and stated that new renters moved into the unit on March 1, 2009.

The landlord also submitted into evidence a copy of the 10 day notice dated January 5, 2009 which was served on the tenant in person on that same date.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord, 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 which was January 15, 2009.

As for the monetary order, I find that the landlord has established a claim of \$1,525.00. This is comprised of unpaid rent of \$300.00 for December 2008, unpaid rent of \$600.00 for January 2009, unpaid rent of \$300.00 for February 2009, costs of \$275.00 for replacement of damaged carpet, and recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit of \$300.00 plus interest of \$1.50, and I grant the landlord a monetary order under section 67 of the Act for the balance due of \$1,223.50 (\$1,525.00 - \$301.50).

### **Conclusion**

I hereby grant the landlord a monetary order under section 67 of the Act for **\$1,223.50**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: March 23, 2009

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Dispute Resolution Officer