

# 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

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession due to unpaid rent, a monetary order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail the tenant did not participate in the conference call hearing.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an order of possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on May 01, 2008. Rent in the amount of \$775 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$337.50. The tenant failed to pay rent in the month of February, 2009 and on February 02, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent with an effective date of February 15, 2009. The landlord has not seen the tenant since after serving the tenant with the Ten Day Notice for Unpaid Rent. Near the end of the month the landlord entered the suite and determined the tenant had, at some undetermined time, vacated the rental unit, as there was no signs of personal items, such as clothing, toiletries, linens or other personal effects, although the tenant had left an old mattress, an old sofa, an old television and miscellaneous items of a non-personal nature, as well as

garbage. The landlord further testified that on the tenant vacating the rental unit it was not and is not his intention to re-rent the suite as he desires the suite for his own use, and has simply been waiting for today's hearing to clean out the rental unit and change the locks.

### **Analysis**

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent for February 2009 and has not applied for dispute resolution to dispute 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 testimony by the landlord of the circumstances surrounding the state of the tenancy, I find that the tenancy ended at the end of February 2009.

As for the monetary order, I find that the landlord has established a claim for **\$775** in unpaid rent for the month of February 2009. The landlord is also entitled to recovery of the **\$50** filing fee for a total entitlement claim of **\$825**.

### **Conclusion**

**I order** the tenancy ended February 28, 2009.

**I order** that the landlord retain the deposit and interest of \$341.30 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$483.70**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 14, 2009