



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession, a Monetary Order to recover unpaid rent and a Monetary Order to recover the filing fee. The Landlord stated at the outset that the tenants have moved out of the property. Therefore, they withdraw their request for an Order of Possession.

The landlord served the tenants by registered mail on May 16, 2009 with a copy of the Application and Notice of Hearing. I find that the tenants were properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the tenant's absence.

Having heard all the testimony of the applicant, under oath, and in the absence of any submissions from the respondents, although having been notified of the right to make such submissions (the Notice of Hearing and the Arbitration papers were served individually on the respondents by registered and therefore is deemed served 5 days later even if the respondent refuses to accept it.) I have determined:

Issues(s) to be decided

- Is the landlord entitled to a Monetary Order to recover outstanding rent owed?
- Whether the landlord is entitled to a Monetary Order to recover the filing fee?

Background and Evidence

This tenancy started on June 01, 2006. It was a fixed term tenancy which reverted to a month to month tenancy at the end of the term. Rent for the unit was \$1,228.00 per month payable on the 1st of each month. The tenants paid a security deposit of \$570.00 on May 02, 2006. The tenants did not pay rent for May, 2009 and on May 04, 2009 the landlord issued the tenants with a 10 Day Notice to End Tenancy for unpaid rent. The tenants continued to live in the property after the 10 Day Notice period expired and sometime at the beginning of June they moved out of the rental unit. The landlord testifies that the tenants did not pay rent for June, 2009.

The landlord has spent time during June cleaning and painting the rental unit in order to prepare it to be re-rented for July 01, 2009. The landlord is claiming the outstanding rent for May and June and to recover the filing fee. The landlord does not wish to make a claim against the tenant's security deposit at this time.

Analysis

I accept that the tenant was served the 10 Day Notice to End Tenancy for unpaid rent, pursuant to section 88 of the *Residential Tenancy Act*. The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent nor apply to dispute the Notice to End Tenancy within five days.

Based on the foregoing, I find that the tenant still owes rent to the landlord for May and June, 2009 of \$2,456.00. The tenant has now moved from the property so the landlord no longer requires an Order of Possession.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

Recovery of the Filing Fee - \$50 – I find that the landlord has succeeded with their application and that they are entitled to recover the filing fee from the tenant. A Monetary Order will be issued to the landlord for the following amount:

Outstanding rent	\$2,456.00
Total amount due to the landlord	\$2,506.00

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$2,506.00. The order must be served on the respondents and is enforceable through the Provincial Court as an order of that Court.

This decision 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: June 23, 2009.

Dispute Resolution Officer