



# Dispute Resolution Services

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

## **Decision**

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

## **Introduction**

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent / damage or loss, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee. 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. As the tenant vacated the unit subsequent to the landlord's application, the landlord withdrew the earlier application for an order of possession.

## **Issue to be decided**

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

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the original 6 month term of tenancy was from July 1 to December 31, 2008. Thereafter, tenancy continued on a month-to-month basis. Rent in the amount of \$950.00 was payable on the first day of the month, in addition to a monthly parking fee of \$45.00. A security deposit of \$475.00 was collected on June 6, 2008.

With respect to unpaid rent which was due on May 1, 2009, the landlord issued a 10 day notice to end tenancy dated May 5, 2009. The notice was posted on the tenant's door on that same date. Subsequently, the tenant paid no rent, is understood to have abandoned the unit sometime prior to May 10, 2009, and failed to provide the landlord with a forwarding address. The landlord re-rented the unit effective from June 1, 2009.

### **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 that the landlord has established a claim of \$1,065.00. This is comprised of \$950.00 in unpaid rent for May 2009, the \$45.00 monthly parking fee, the \$20.00 fee for late payment of rent, and the \$50.00 filing fee for this application. I order that the landlord retain the security deposit of \$475.00 plus interest of \$4.07 and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$585.93 (\$1,065.00 - \$479.07).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$585.93**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 25, 2009

---

Dispute Resolution Officer