



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 as compensation for unpaid rent, 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.

As the tenant vacated the unit subsequent to this application, the landlord withdrew his earlier application for an order of possession.

Issues to be decided

- Whether the landlord is entitled to any, or all of the above, under the Act

Background and Evidence

There was no written residential tenancy agreement in evidence for this tenancy which was comprised of two parts: 6 months from August 1, 2008 to January 31, 2009 (rent of \$1,200.00 per month); and 6 months from February 1 to July 31, 2009 (rent of \$1,000.00 per month). The landlord's application regarding unpaid rent concerns the second part of the tenancy.

Rent is payable on the first day of the month and a security deposit of \$600.00 was collected on August 1, 2008.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated May 19, 2009. The notice was served on the tenant by posting on the door and by deposit into the

mailbox. Subsequently, the tenant paid no rent for either May or June 2009, and it is understood that the tenant vacated the unit on or about June 11, 2009.

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 dated May 19, 2009. 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 \$2,050.00. This is comprised of \$1,000.00 in unpaid rent for May 2009, as well as \$1,000.00 in unpaid rent for June 2009, and recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit of \$600.00 plus interest of \$3.76, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,446.24 (\$2,050.00 - \$603.76).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,446.24**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: July 20, 2009

Dispute Resolution Officer