



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 for unpaid rent, retention of the security deposit, and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony. Despite being served at her unit on July 17, 2009 with the application for dispute resolution and notice of hearing, the tenant did not appear.

As the tenant has now vacated the unit, the landlord withdrew the earlier application for an order of possession.

Issues to be decided

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

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on April 1, 2009. Rent in the amount of \$500.00 is payable on the first day of the month, and a security deposit of \$250.00 was collected on April 1, 2009.

By undated letter, the tenant informed the landlord of her intent to vacate the unit effective August 1, 2009. The landlord testified his recollection was that the tenant's letter was given to him towards the end of June 2009.

Arising from rent which remained outstanding on July 1, 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 6, 2009. The notice was served in person on the tenant on that same date. A copy of the notice was submitted into

evidence. Subsequently, the tenant did not pay any rent for July 2009, she vacated the unit towards the end of that month and did not provide a forwarding address. The landlord testified that new renters were found for the unit effective August 1, 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 July 6, 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 \$550.00. This is comprised of \$500.00 in unpaid rent for July 2009, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$250.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$300.00.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$300.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: September 3, 2009

Dispute Resolution Officer