

DECISION

Dispute Codes MNR, MNSD, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the claim.

This Application originated under the Direct Request process, however, due to service issues it was adjourned to this participatory hearing.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on September 11, 2009, the Tenant did not appear.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

Background and Evidence

Based on the affirmed testimony of the Agent for the Landlord, I find that the Tenant was served with a Notice to End Tenancy for non-payment of rent by posting on the door of the rental unit and putting in the Tenant's mailbox. The Tenant has not paid all the outstanding rent and did not apply to dispute the Notice and 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.

The Tenant vacated the rental unit on October 2, 2009.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the Landlord is entitled to an order of possession in these circumstances, the Tenant has vacated the rental unit and therefore, an order of possession is no longer required.

I find that the Tenant failed to pay rent under the Act and tenancy agreement.

I find the Landlord has established a total monetary claim of **\$1,413.00** comprised of \$1,320.00 for the balance of rent owed for August and September, and \$43.00 owed for two days in October, and the \$50.00 fee paid by the Landlord for this application.

Although the Landlord requested that they have an order to retain the deposit and interest against the amounts due, the Agent for the Landlord testified that in fact they had not received a security deposit from this Tenant.

Therefore, I grant the Landlord a monetary order in the amount of **\$1,413.00**

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant breached the Act and tenancy agreement when he failed to pay rent. He did not file to dispute the Notice to End Tenancy, and vacated the rental unit. Therefore, an Order of Possession is not required.

The Landlord is granted a monetary order for rent due.

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: October 28, 2009.

Dispute Resolution Officer