

## **Decision**

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

### **Introduction**

This hearing dealt with an application from the landlords for a monetary order as compensation for unpaid rent, damage or loss under the Act / regulation / tenancy agreement, retention of the security deposit, and recovery of the filing fee. The agent for the landlords 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.

### **Issues to be decided**

- Whether the landlords are entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on October 7, 2007. Rent in the amount of \$1,500.00 is payable in advance on the first day of each month, and a security deposit of \$750.00 was collected on October 5, 2007.

Arising from rent which was overdue for the months of February, March, April and May 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 27, 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 made no further payment towards rent, vacated the unit in early July and provided a forwarding address.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlords' agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated May 27, 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 landlords have established a claim of \$7,800.00. This is comprised of \$200.00 in unpaid rent for February, \$7,500.00 in total unpaid rent for the 5 months of March, April, May, June & July (5 x \$1,500.00), in addition to the \$100.00 filing fee. I order that the landlords retain the security deposit of \$750.00 plus interest of \$14.01, and I grant the landlords a monetary order under section 67 of the Act for the balance owed of \$7,035.99 (\$7,800.00 – \$764.01).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlords in the amount of **\$7,035.99**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: November 20, 2009

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Dispute Resolution Officer