

## **Decision**

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

### **Introduction**

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

As the tenant has 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 under the Act

### **Background and Evidence**

Pursuant to a written residential tenancy agreement with the tenant's brother, the tenancy began in 2004. The tenant's brother is now deceased and the tenant who is the subject of this dispute has resided in the unit for approximately the last 3 years.

Rent in the amount of \$1,000.00 is payable in advance on the first day of each month, and a security deposit of \$500.00 was collected on September 30, 2004.

As a result of rent which remained unpaid on October 1, 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent dated October 2, 2009. The notice was served in person on the tenant on that same date. Subsequently, the tenant paid \$500.00 towards the unpaid rent and is thought to have vacated the unit on or around October 6, 2009. The tenant did not complete cleaning in the unit or remove all of his possessions prior to vacating, and did not inform the landlord of a forwarding address.

The landlord has not finished preparing the unit for new renters, and neither has there so far been much response to the advertisement which is posted outside the rental complex. For the present time, the landlord is withdrawing the application for a monetary order as compensation for damage to the unit.

### **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 October 2, 2009. The tenant did not pay all of 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 \$1,550.00. This is comprised of \$500.00 in unpaid rent for October 2009, \$1,000.00 for loss of rental income for November 2009, in addition to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit of \$500.00 plus interest of \$17.71, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,032.29 (\$1,550.00 - \$517.71).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,032.29**. 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 25, 2009

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