



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord for an Order of Possession due to unpaid rent, a Monetary Order to recover rental arrears and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim. The hearing was notified that the tenant vacated on November 30, 2009. The request for an Order of Possession is no longer necessary and is dismissed. The hearing proceeded on the monetary considerations of the application.

I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing on November 12, 2009 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on October 01, 2006. Rent in the amount of \$777.75 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375. The tenant failed to pay rent in the month(s) of October 2009 and on October 02, 2009 the landlord served

the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of November 2009. The quantum of the landlord's monetary claim is for the balance of \$320.50 for October 2009, \$777.75 for November 2009, and late fees of \$25 per month (\$50) for a total of **\$1148.25**.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice. Based on the above facts, I find that the landlord has established a claim for **\$1148.25** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1198.25**.

Conclusion

I order that the landlord retain the deposit and interest of \$386.73 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$761.42**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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*.
