



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNR, MNSD, OPR, FF

### Introduction

This hearing originated under the Direct Request process, in which an Order of Possession was granted, however, the Landlord's monetary claim was adjourned to this conference call hearing to be determined.

The conference call hearing dealt with the Landlord's Application for a monetary order for unpaid rent and an order to retain the security deposit in partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing by mail 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 Landlord, I find that the Tenant was served with a Notice to End Tenancy for non-payment of rent. The Tenant did not pay 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 Landlord provided affirmed testimony that the Tenant vacated the rental unit on January 15, 2010, without paying rent for November (\$475.) and December (\$475.) of 2009, or for January 2010. The Landlord claims \$237.50 for January 2010 rent.

### Analysis

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

The Landlord was granted an order of possession in the direct request process and the Tenant vacated leaving unpaid rent.

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

I find that the Tenant has also not paid rent for an additional month and a half, and the Landlord will suffer a loss of rent for this time period. The Tenant knew that rent was due under the tenancy agreement and the Act. Therefore, pursuant to section 67, and the rules of procedure, I allow the claim to be amended to include additional rent.

I find the Landlord has established a total monetary claim of **\$1,237.50** comprised of the balance of rent owed for November and December 2009, and for January 2010, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of **\$240.19** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$997.31**.

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

#### Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy, and vacated the rental unit under an Order of Possession.

The Landlord is granted a monetary order for rent due, and may keep the security deposit and interest, and is granted a monetary order for the balance 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: February 08, 2010.

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Dispute Resolution Officer