

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an Order of Possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on February 17, 2010, the tenant did not participate in the conference call hearing. At the outset of the hearing the landlord's agent stated that the tenant vacated the unit prior to February 28, 2010, and therefore, no Order of Possession is sought.

Issues(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to a monetary order for damages under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on November 13, 2009. The tenant paid a prorated amount of rent for the month of November, 2009 in the amount of \$475.00. Rent in the amount of \$800.00 is payable in advance on the first day of each month thereafter.

At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400.00.

The tenant failed to pay rent in the month of February, 2010 and on February 2, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to the door of the residence. That notice is deemed, under the *Act*, to be served on February 5, 2010.

The landlord's agent testified that on February 28, 2010, she had attended the unit, and found that the tenant had vacated, and left the unit in a state that required cleaning, and as a result was not able to rent the unit for the month of March, 2010, and is claiming loss of revenue in the amount of \$800.00.

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. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

I further find that the tenant is responsible for the loss of revenue for the month of March, 2009, and the landlord is entitled to a monetary order for one month of rent.

As for the monetary order, I find that the landlord has established a claim for \$1,600.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I order that the landlord retain the deposit and interest of \$400.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,250.00. 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*.

Dated: March 25, 2010.

Dispute Resolution Officer