



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNDC, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent and an order for the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on January 30, 2010, and deemed served five days later under the Act, the Tenants did not appear. I find the Tenants have been served in accordance with the Act.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Have the Tenants 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 Tenants were served with a Notice to End Tenancy for non-payment of rent on January 30, 2010. The Tenants have not paid all the outstanding rent and did not apply to dispute the Notice and are 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 Tenants vacated the rental unit on March 1, 2010, without providing any notice to the Landlord.

Analysis

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

Although the Landlord is entitled to an order of possession in these circumstances, the Tenants have vacated the rental unit and therefore, an order of possession is no longer required.

I find that the Tenants have failed to pay rent under the Act and tenancy agreement. I find the Tenants caused a loss of rent for March 2010, to the Landlord due to their failure to give notice or to move out under the 10 day Notice to End Tenancy issued in January 2010.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Therefore, I find the Landlord has established a total monetary claim of **\$4,970.00** comprised of the rent of \$1,640.00 owed for each of January, February and March of 2010, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlords retain the security deposit and pet damage deposit of **\$1,640.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$3,330.00**. This order may be filed in the Provincial Court (Small Claims) 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 30, 2010.

Dispute Resolution Officer