

DECISION

Dispute Codes MNR, MNDC, MNSD, 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, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

The Tenant was served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent April 10, 2010, and deemed served five days later under the Act. Despite this, the Tenant did not appear at the hearing. I find the Tenant has been duly served in accordance with the Act.

An Agent for 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.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

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 Agent for the Landlord, I find that the Tenant was served with a Notice to End Tenancy for non-payment of rent, by posting on the door of the rental unit on February 3, 2010. 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, February 16, 2010.

The Agent for the Landlord testified the Tenant vacated the rental unit sometime in April, without any Notice to the Landlord.

The Agent for the Landlord explained the Tenant had not paid rent for February, March or April of 2010. The Landlord claimed for one half of April 2010 rent. The Agent testified that the Tenant had also left the rental unit without doing all the cleaning, and claimed for cleaning costs.

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 Tenant has vacated the rental unit and therefore, an order of possession is no longer required.

I find that the Tenant has failed to pay rent under the Act and tenancy agreement. I further find the Tenant failed to clean the rental unit as required when she vacated.

I find the Landlord has established a total monetary claim of **\$2,466.49** comprised of the rent owed for February, March and half of April, 2010, \$319.00 for cleaning the rental unit, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of **\$419.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,047.49**.

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: May 27, 2010.

Dispute Resolution Officer