

DECISION

Dispute Codes:

OPR, OPB, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord for an Order of Possession due to unpaid rent and for a breach, a Monetary Order to recover rental arrears and associated loss under the tenancy agreement 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.

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

Landlord advised the tenant vacated April 25, 2010; therefore an Order of Possession is not necessary. As to the merits of the monetary claim:

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 undisputed testimony of the landlord is that the tenancy began on September 01, 2008. Rent in the amount of \$928 was 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 \$450. The tenant failed to pay rent in the month of April 2010 as the tenant provided the landlord with a cheque returned because of insufficient funds, and on April 12, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant failed to pay the rent within the five (5) days

permitted to reinstate the rent. The landlord's monetary claim is for the unpaid rent for April 2010, \$25 late fee, and \$25 NSF fee – both of which are stipulated in the tenancy agreement for a quantum of **\$978**.

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.

I find that the landlord has established a claim for **\$978** in unpaid rent and permitted fees. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1028**.

Conclusion

I order that the landlord retain the deposit and interest of \$452.25 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$575.75**. 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*.