DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord filed on June 11, 2010, pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order of Possession - Section 55;

2. A Monetary Order for unpaid rent   -   Section 67;

3. An Order to retain the security / pet deposit - Section 38

4. An Order to recover the filing fee for this application - Section 72.

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 on June 11, 2010, in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.   The tenant is deemed served five (5) days after the registered mail has been sent. The landlord provided registered mail receipts and tracking number.

The tenant vacated the residential unit on June 17, 2010.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 tenancy began on May 01, 2009. Rent in the amount of $1548 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 $750. The tenant failed to

pay all of the rent in the month of May 2010 and did not pay any rent for June 2010. On June 05, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The quantum of the landlord's monetary claim is for the unpaid rent for May 2010 of **$83**, rent for June 2010 of **$1548**, parking for June 2010 of **$50**, and late fee for May and June 2010 of **$25** per 2 months – for a total of **$1731.**

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 or the landlord's application.

I find that the landlord has established a monetary claim for **$1731** in unpaid rent, parking and late fees. The landlord is also entitled to recovery of the $50 filing fee, for a total entitlement of **$1781.**

The *security deposit* will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	$1631.00
Parking for June 2010	$50.00
Late fee x 2	$50.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest *to date*	-750.00
Total Monetary Award	**$1031.00**

Conclusion

I order that the landlord retain the **deposit** and interest of $750 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **$1031**. 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*.