

DECISION

Dispute Codes:

OPR, MNR, CNR, FF

Introduction

This hearing was convened in response to cross applications. The tenant sought to set aside a Notice to End Tenancy for unpaid rent, and the landlord applied 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 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 personal service on July 15, 2010 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

The landlord was given full opportunity to be heard, to present evidence and to make submissions. The tenant vacated August 15, 2010.

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 April 01, 2010. Rent in the amount of \$700 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 \$350. The tenant failed to pay rent in the month of July 2010 and on July 08, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay

rent in the month of August, 2010. The landlord's monetary claim is for the unpaid rent of \$1400.

Analysis

The tenant did not appear to support their application; therefore **the tenant's application is hereby dismissed** without leave to reapply.

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 despite their application to dispute the notice has failed to support their application by their lack of attendance and lack of evidence.

Based on the above facts I find that the landlord has established a monetary claim for **\$1400** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1450**.

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

Calculation for Monetary Order

Rental Arrears	\$1400.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-350.00
Total Monetary Award	\$1100.00

Conclusion

I order that the landlord retain the **deposit** and interest of \$350 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$1100**. 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*.