



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR

Introduction

This matter dealt with an application by the landlord for an Order of Possession and a Monetary Order for unpaid rent.

The landlord testifies that she served the tenant with the hearing documents by putting them under his door on August 09, 2010. The tenant confirmed he had received them. I am satisfied that despite the landlord not following the correct rules for service of the hearing documents by either handing them to the tenant in person or by sending them to the tenant by registered mail pursuant to section 89 of the Act ; That the documents have been sufficiently served for the purposes of this act on August 09, 2010. At the outset of the hearing the landlord confirmed that the tenant has moved from the rental unit and as a result she abandons her application for an Order of Possession.

Both parties appeared, were given the opportunity to give their testimony, to present evidence, make submissions and to cross-examine the other party. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

Is the landlord entitled to a Monetary Order to recover unpaid rent?

Background and Evidence

Both Parties agree that this tenancy started on November 15, 2009. This was a fixed term tenancy which was due to expire on October 31, 2010. The tenant vacated the rental unit on August 31, 2010. Rent for this unit was \$1,430.00 and was due on the first of each month. The tenant paid a security deposit of \$715.00 on November 07, 2009. At the start of the tenancy there were two tenants and the co tenant named on the tenancy agreement has already moved from the rental unit.

The landlord testifies that the tenant did not pay rent for July, 2010 on the day it was due. The tenant made a partial payment of \$198.00 on July 23, 2010. The landlord served the tenant with a 10 Day Notice to End Tenancy on July 25, 2010. This Notice was given to the tenant in person and stated the tenant had five days to pay the outstanding rent or dispute the Notice or the tenancy would end on July 31, 2010. The tenant did not pay the rent or dispute the notice and did not vacate the rental unit.

The landlord testifies the tenant did not pay rent for August, 2010 on the day it was due and another 10 Day Notice to End Tenancy was served to him by registered mail on August 05, 2010. This notice stated that the tenant must pay rent within five days or dispute the notice or the tenancy would end on August 31, 2010. The landlord states the tenant did not pay the outstanding rent and now owes a total sum of \$2,662.00.

The tenant does not dispute that he owes the sum of \$2,662.00 in unpaid rent to the landlord.



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Analysis

The tenant does not dispute that he owes rent of \$2,662.00. Therefore I find the landlord is entitled to recover rent arrears for July and August, 2010, of **\$2,662.00** pursuant to section 67 of the Act and a Monetary Order has been issued to the landlord for this amount.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,662.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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: September 27, 2010.

Dispute Resolution Officer