

DECISION

Dispute Codes OPR, MND, MNR, MNSD, FF

Introduction

This is an application by the Landlord for an order of possession for unpaid rent, resulting from a 10 day notice to end tenancy. The Landlord is also claiming for a monetary order for damage to the unit, unpaid rent and to keep the security deposit. The Landlord is seeking recovery of the filing fee an end tenancy early and obtain an order of possession.

Both parties attended by conference call and gave affirmed testimony.

The Tenant has stated at the beginning of the hearing that she was seeking an adjournment. The Tenant states that she is suffering from a kidney infection and is unable to participate because she did not have an opportunity to prepare evidence for the hearing. Upon examination of the Tenant and their reasons for an adjournment, I found that no adjournment was necessary as the evidence being sought could easily have been provided prior to the hearing date and that the Tenant has failed to file for dispute when she received the 10 day notice to end tenancy and again when the hearing documents were served on her. In any event the evidence to be gathered by the Tenant was specific to damage to the unit and not to unpaid rent. The Landlord stated upon questioning that no evidence has been filed in regard to the damage to the unit and was willing to withdraw that application as such.

The Landlord stated at the beginning of the hearing that selecting the end tenancy early and obtain an order of possession option was done in error. I amended the application on it's face to reflect this. The Landlord also stated that the Tenant vacated the rental unit on October 1, 2010 and is no longer seeking an order of possession.

Issues(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to keep the security deposit?

Background and Evidence

The Landlord states that the tenancy began in May of 2010. The Tenant agrees to this. The monthly rent was to be \$600.00 per month payable on or before the 1st of each month. A security deposit of \$300.00 was made and received by the Landlord in June of 2010. The Tenant moved in early in May and agreed to a partial rent of \$400.00 for the rest of that month. No rent was received by the Landlord until the end of August for \$600.00. This amount was applied to the June rent. The Landlord states that he is in rent arrears for May of \$400.00 and \$600.00 for each month of July, August and September. The total rent arrears is \$2,200.00. The Tenant agrees with this total and does not dispute the unpaid rent.

Analysis

I am satisfied that the Tenant was properly served the 10 day notice to end tenancy for unpaid rent. The Tenant accepted by not filing an application for dispute within 5 days and moved out on October 1, 2010. Based upon the above evidence by the Landlord and undisputed by the Tenant I am satisfied that the Landlord has established his claim for unpaid rent of \$2,200.00. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$300.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the

balance due of \$1,950.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

I grant the Landlord a monetary order for \$1,950.00.

I order that the Landlord may retain the security deposit.

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: November 01, 2010.

Dispute Resolution Officer