



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The landlord provided documentary evidence that confirms the tenant was served with notice of this hearing via registered mail. I accept the landlord served the tenant in accordance with the *Residential Tenancy Act (Act)* and sufficiently for the purposes of this hearing.

The landlord noted at the start of the hearing that the tenant had vacated the rental unit on or before October 21, 2010, as such there is no longer a need for an order of possession. I amend the landlord's application to exclude the matters related to the order of possession.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began in March 2010 as a month to month tenancy for a monthly rent of \$650.00 due on the 1st of the month. No written tenancy agreement was created and the landlord's agent could not determine if a security deposit had been paid.

The landlord submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on September 17, 2010 with an effective vacancy date of September 27, 2010 due to unpaid rent in the amount of \$670.00.

Testimony provided by the landlord indicates that the tenant failed to pay the full rent owed for the months of August, September, and October

Testimony provided by the landlord indicates that the tenant failed to pay the full rent owed for the months of August, September, and October. The landlord noted on the notice that it had been served to an adult male who he was not the tenant but indicated that he had been living in the rental unit on September 17, 2010.

The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days.

The landlord noted in his application that the tenant had stated that he would be vacating the rental unit on October 6, October 9 and Oct 15 but was not able to confirm the tenant had left the rental unit until after October 21, 2010.

Analysis

I accept the landlord's agent's testimony that the tenant failed to pay the rent as noted above. However, as the agent cannot confirm whether or not the tenant paid a security deposit, I dismiss the landlord's claim to retain the security deposit to set against the tenant's debt for the rent owed.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,370.00** comprised of \$1,320.00 rent owed and the \$50.00 fee paid by the landlord for this application. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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*.

Dated: November 04, 2010.

Dispute Resolution Officer