

DECISION

Dispute Codes OPR, MNDC, MNR, MNSD, FF

Introduction

This is an application by the Landlord for an order of possession for unpaid rent, for a monetary order for unpaid rent, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the filing fee.

The Landlord attended and gave undisputed testimony.

The Tenant did not attend.

At the beginning of the hearing the Landlord indicated that the registered mail hearing package sent to the Tenant on December 8, 2010 was returned from Canada Post as not picked up by the Tenant following a notice and was being returned to the Landlord.

The Landlord also stated that the Tenant vacated the rental unit on December 18, 2010 and an order of possession is no longer necessary.

Issues(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent and to keep the security deposit?

Background and Evidence

This tenancy began on January 1, 2009 and the monthly rent was \$1,120.00 payable on the 1st of each month. A security deposit of \$560.00 was paid on the beginning of the tenancy.

The Landlord states that a 10 day notice to end the tenancy for unpaid rent of \$5,500.00 was personally served on the Tenant on November 25, 2010 with a move out day of December 5, 2010. The Tenant has not paid the rent within 5 days of receiving the notice and has not filed an application for dispute resolution. The Landlord has

provided on direct evidence that the rent was in arrears of \$1,020.00 for July 2010, \$1,120.00 for each month August 2010 through December 2010, totalling \$6,620.00. According to the Landlord, the Tenant has not supplied a forwarding address.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was served with a notice to end tenancy for non-payment of rent. The Tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

I find that the landlord has established a claim for \$6,620.00 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. The maximum allowed under this type of application is \$5,000.00. I order that the Landlord retain the \$560.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$4,400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$4,400.00.
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: December 22, 2010.

Dispute Resolution Officer