



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

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

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

The landlord provided documentary evidence confirming that the tenant was served with notice of this hearing via registered mail on January 7, 2011 and that the tenant provided a signature for its receipt on January 11, 2011.

Based on this evidence, I accept that the tenant has been sufficiently served with notice of this hearing.

The landlord testified that the tenant did vacate the rental unit on a date that is after February 1, 2011 and as such the landlord is no longer in need of an order of possession. I amend the landlord's application to exclude the matter of possession.

Issue(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 *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided into evidence a copy of a tenancy agreement signed by the parties on October 6, 2010 for a 1 year fixed term tenancy for a monthly rent in the amount of \$1,200.00 due on the 1st of each month. The landlord confirmed in testimony that the tenant did not pay the \$600.00 security deposit.

The landlord also submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on December 23, 2010 with an effective vacancy dated of December 23, 2010 for unpaid rent in the amount of \$1,920.00.

The landlord provided an account ledger that confirms the tenant failed to pay the full rent for the months of October, November, December 2010 and January and February 2011 and that the Notice was served via registered mail.

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.

Analysis

I have reviewed all the evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on December 28, 2010 and the effective date of the notice is amended to January 7, 2011, pursuant to Section 53 of the *Act*. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$4,370.00** comprised of \$4,320.00 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: February 07, 2011.

Residential Tenancy Branch