



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

At the outset of the hearing, the Tenant announced that she had vacated the rental unit and paid \$1,000.00 to the Landlord towards the unpaid rent. After testimony, I allowed the Landlord to verify the vacancy and the payment, reserving a decision until the Landlord's confirmation.

The Landlord confirmed that the rental unit was now vacant and the \$1,000.00 was paid. As a result, I amend the Landlord's application to exclude the matters related to an order of possession and deal only with the matter of compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an order for monetary relief?

Background and Evidence

Based on the affirmed testimony and evidence of the Landlord, I find that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on January 11, 2011, by regular mail.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Landlord testified that the monthly rent is \$583.00 and as of the day of the hearing the amount of unpaid rent was \$1,749.00 through February 2011. As stated herein, confirmation was received that the Tenant made a partial payment of \$1,000.00 the day

before the hearing. The Landlord testified that the current unpaid rent is \$332.00, which includes the balance of unpaid rent through the end of January 2011 in the amount of \$166.00 and the pro-rated rent for February through the day of the hearing in the amount \$166.00.

The Tenant did not dispute this amount and made arrangements to pay the balance.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Tenant has not paid the outstanding rent owed to the Landlord and failed to apply to dispute the Notice, and therefore, is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, on February 1, 2011.

I find that the Landlord has established a total monetary claim of **\$382.00** comprised of unpaid rent of \$332.00 and the \$50.00 fee paid by the Landlord for this application.

Conclusion

I grant the Landlord an order under section 67 for the amount due of **\$382.00**.

This order 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 10, 2011.

Residential Tenancy Branch