



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent or utilities; and a Monetary Order for unpaid rent or utilities.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing in person to the tenant on February 25th, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenants moved out of the rental unit on February 21st, 2011. Therefore the landlord withdrew his application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Background and Evidence

Pursuant to a written agreement, the fixed term tenancy started on November 27, 2010, ending on April 30th, 2011 at a monthly rate of \$850.00 payable on the first of each month. The tenant paid a security deposit in the amount of \$425.00.

The landlord testified that the tenant moved out after being served the 10 Day Notice to End Tenancy on February 5th, 2011. He stated that the unit had to be cleaned and the landlord submitted an updated claim as follows:

- Unpaid rent for February 2011:	\$ 850.00
- Cleaning costs:	\$ 375.00
- Dump fee:	\$ 25.00
- Unpaid utilities:	\$ 152.37
- Sub-Total:	\$1402.37
- Less security deposit:	\$ 425.00
- Total:	\$ 977.37

Analysis

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a Notice to End Tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenant in this matter has not filed an application for dispute resolution.

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the available evidence, I find that the landlord is entitled to a Monetary Order as claimed.

Conclusion

The landlord established a claim of \$1402.37. I authorize the landlord to retain the tenant's \$425.00 security deposit and grant the landlord a monetary order totalling \$977.37.

This Order may be registered in the Small Claims Court 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: March 15, 2011.

Residential Tenancy Branch