



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on March 30th, 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 sometime after April 1st, 2011. Therefore the landlord withdrew her application for an Order of Possession.

Issue(s) to be Decided

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

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a two bedroom rancher. Pursuant to a written agreement, the month to month tenancy started on March 1st, 2011. The rent of \$774.00 was payable on the thirty first of each month. The tenant paid a security deposit of \$350.00.

The landlord testified that the tenant left without notice or forwarding address. In her documentary evidence, the landlord provided a copy of a 10 Day Notice to End Tenancy properly served on the tenant on March 14th, 2011 by posting the notice on the tenant's door. The landlord made a monetary claim as follows:

-	Unpaid rent for March 2011:	\$ 274.00
-	Unpaid rent for April 2011:	\$ 774.00
-	Missing carbon monoxide detector:	\$ 16.00
-	Filing fee:	\$ 50.00
-	Total:	\$1114.00

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

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.

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 \$1114.00. I authorize the landlord to keep the tenants' \$350.00 security deposit and pursuant to Section 67 of the Act, I grant the landlord a monetary order for the balance of \$764.00.

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: April 18, 2011.

Residential Tenancy Branch