



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes – OPR, MNR, MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order due to unpaid rent.

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

The landlords testified at the outset of the hearing that the tenant vacated the rental unit as of April 3, 2011 as such there is no need for an order of possession. I amend the landlord's application to exclude matters 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 and for all or part of the security deposit, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

- The landlord testified the tenancy began on April 2, 2010 as a month to month tenancy for the monthly rent of \$955.00, that was reduced to \$900.00, due on the 1st of each month and a security deposit of \$428.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 6, 2011 with an effective vacancy date of March 16, 2011 due to \$900.00 in unpaid rent.

Testimony provided by the landlord indicates that the tenant failed to pay the full rent owed for the month of March 2011 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent in person on March 6, 2011.

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 documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. 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*. I also accept the tenant failed to vacate the rental unit until at least April 3, 2011.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$990.00** comprised of \$900.00 rent owed for March 2011 and \$90.00 for overholding to April 3, 2011.

I order the landlord may deduct the security deposit and interest held in the amount of \$428.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$562.00**. 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: April 06, 2011.

Residential Tenancy Branch