



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNR FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord seeking a Monetary Order for unpaid rent, to keep the security deposit in partial satisfaction of the claim, and to recover the cost of the filing fee from the Tenants.

Although each Tenant was served with the Application for Dispute Resolution and Notice of Hearing, neither Tenant appeared at the hearing. The male Tenant was served via personal delivery on March 17, 2011, and the female Tenant was served by registered mail on March 17, 2011. The Landlord successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the Tenants' absence.

The Landlord's Agents appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in documentary form.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order under sections 67 and 72 of the *Residential Tenancy Act*?

Background and Evidence

This one year, fixed term tenancy began on June 5, 2010, the monthly rent was \$765.00, the Tenants paid a security deposit of \$382.50 on June 2, 2010, and the Tenants vacated the rental unit on March 20, 2011, as a result of the 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") issued to them on March 7, 2011.

The Landlord's claim is in the amount of \$2,483.56, which includes unpaid rent listed on the Notice as \$1,467.56, the amount of \$991.00, which is the amount the Tenants paid February 7, 2011, which was later returned due to non-sufficient funds after the Notice was issued, and the late fee of \$25.00 for the month of March.

The Landlord supplied a copy of the 10 Day Notice, the Tenants ledger sheet and the tenancy agreement.

Analysis

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

The Tenants did not pay the outstanding rent and did not apply to dispute the Notice and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord has established a total monetary claim of **\$2,533.56**, comprised of outstanding rent and late fees of **\$2,483.56** and the **\$50.00** fee paid by the Landlord for this application.

I allow the Landlord to retain the deposit of \$382.50 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,151.06**.

This order is a **final, legally binding order**, and may be filed in the Provincial Court (Small Claims) should enforcement become necessary.

Conclusion

The Landlord is granted a monetary order for **\$2,151.06**.

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: June 29, 2011.

Residential Tenancy Branch