



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 and to recover the filing fee.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on May 27, 2011, the Tenant did not appear. The Landlord provided a tracking number for the registered mail, testified that the mail was sent to the address at which the Tenant resided and successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the Tenant's absence.

The Landlord's Agent appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and make submissions to me.

The Agent advised at the outset of the hearing that the Tenant vacated the rental unit and the Landlord no longer required an Order of Possession. As a result, I have amended their Application to exclude a request for such order.

Issue(s) to be Decided

Has the Tenant breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the Landlord to a monetary order and to recover the filing fee?

Background and Evidence

This single room occupancy tenancy began on March 16, 2011, ended at the end of May 2011, monthly rent was \$390.00 and a security deposit of \$40.00 was paid by the Tenant on March 8, 2011.

The Landlord's Agent gave affirmed testimony and supplied evidence that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on May 9, 2011, via personal delivery. The Notice stated the amount of unpaid rent was \$780.00, \$390.00 for April and \$390.00 for May, 2011.

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

I have no evidence before me that the Tenant applied to dispute the Notice. The Landlord's Agent testified that the Tenant has made no payments since the issuance of the Notice.

Analysis

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

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, which in this case has been corrected to May 19, 2011.

I find that the Landlord has established a total monetary claim of **\$830.00** comprised of outstanding rent of **\$780.00.00** and the **\$50.00** fee paid by the Landlord for this application.

At the Landlord's request, I allow the Landlord to retain the security deposit of \$40.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$790.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord may keep the security deposit in partial satisfaction of the monetary claim and is granted a monetary order for the balance due of **\$790.00**.

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 14, 2011.

Residential Tenancy Branch