

## **Decision**

**Dispute Codes:** MNR, MNSD, FF

### **Introduction**

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent or utilities / retention of the security deposit / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite being served in person by way of courier on June 20, 2011, with the application for dispute resolution and notice of hearing (the "hearing package"), the tenant did not appear. As it is understood by the landlord's agent that the tenant vacated the unit without notice sometime within days of being served with the hearing package, the landlord withdrew the aspect of the original application concerning an order of possession.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on May 15, 2010. Monthly rent is \$750.00 and is payable in advance on the first day of each month. A security deposit of \$375.00 was collected. A move-in condition inspection and report were completed on May 15, 2010.

Arising from rent which was unpaid when due on May 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 20, 2011. The notice was served by way of posting on the tenant's door on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenant made no payment toward rent and is understood to have vacated the unit sometime in the latter half of June 2011. The tenant left no forwarding address. The landlord's agent reported that the unit is in need of cleaning and repairs, and that no new renters yet occupy the unit. The landlord did not submit any documentary evidence related to the condition of the unit after the tenant vacated, or any documentary evidence related to advertising for new renters.

### **Analysis**

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated May 20, 2011. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. Thereafter, the tenant vacated the unit in late June without providing a forwarding address.

As for the monetary order, I find that the landlord has established a claim of \$1,550.00. This is comprised of \$750.00 in unpaid rent for May, \$750.00 in unpaid rent for June, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$375.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,175.00 (\$1,550.00 - \$375.00).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,175.00**. This order may be served on the tenant, filed 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*.

DATE: July 12, 2011

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Residential Tenancy Branch