

## **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.

As the tenant vacated the unit on July 4, 2011, the earlier application for an order of possession is effectively withdrawn.

Despite being served in person on June 15, 2011 with the application for dispute resolution and notice of hearing, the tenant did not appear.

### **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 original fixed term of tenancy was from May 1, 2009 to April 30, 2011. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$3,100.00 is due and payable in advance, but by no later than the first day of each month. A security deposit of \$1,500.00 was collected.

Arising from rent which was not fully paid when due on May 1, 2011 (overdue: \$2,000.00 for April and \$3,100.00 for May), the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 11, 2011. Thereafter, the tenant paid all overdue rent for April, paid only \$525.00 for May, and made no payment for June. Rent currently still overdue totals \$5,675.00 (May: \$2,575.00 and June: \$3,100.00).

### **Analysis**

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 11, 2011. The tenant did not pay the full amount of

outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. Subsequently, the tenant vacated the unit on July 4, 2011.

As for the monetary order, I find that the landlord has established a claim of \$5,775.00. This is comprised of \$2,575.00 in unpaid rent for May, \$3,100.00 in unpaid rent for June, in addition to the \$100.00 filing fee. I order that the landlord retain the security deposit of \$1,500.00 and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$4,275.00 (\$5,775.00 - \$1,500.00).

The landlord has the option of filing a further application for dispute resolution, along with supporting documentation, to recover costs associated with cleaning and / or repairs that may be required in the unit.

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$4,275.00. 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 6, 2011

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Residential Tenancy Branch