



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of couriered service during the postal mail strike, for which she received confirmation of successful delivery on June 22nd, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenant moved out of the rental unit on June 30th, 2011. Therefore the landlord withdrew her application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on April 1st, 2011. The rent of \$835.00 was payable on the first of each month and the tenant paid a security deposit of \$417.50.

In his documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy posted on the tenant's door on June 2nd, 2011 with an effective date of June 15th, 2011. The landlord testified that the tenant had left the unit by June 30th without leaving a forwarding address. The landlord also testified that the unit was re-rented for August 2011 and amended her monetary claim as follows:

- Unpaid rent for June 2011: \$ 535.00
- Loss of rental income for July 2011: \$ 835.00
- Total: \$1370.00

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution; although couriered service is not normally considered as a proper manner pursuant to section 89 of the *Residential Tenancy Act*, the landlord received confirmation of successful delivery and I accept this form of service as appropriate in the circumstances. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

I accept the landlord's testimony concerning the tenant's failing to pay rent as required under Section 26 of the Act. Accordingly the landlord is entitled to a monetary order as claimed.

Conclusion

I authorize the landlord to retain the tenant's \$417.50 security deposit for a balance owing of \$952.50. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$1002.50.

This Order may be registered 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*.

Dated: July 12, 2011.

Residential Tenancy Branch