

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a monetary order request for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

At the beginning of the hearing, the Landlord states that he believes that the Tenant has abandoned the rental unit. The Landlord posted a 24 hour notice to attempt to show the rental unit to prospective Tenants. At the showing time the Landlord discovered that the Tenant had vacated with approximately 90% of his belongings. The Landlord states that a few items were left along with some garbage. The Landlord states that he believes that he no longer requires an order of possession and withdraws that portion of the application.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This Tenancy began on March 1, 2011 on a fixed term tenancy for 6 months until August 31, 2011 as shown on the submitted signed tenancy agreement. The monthly rent is \$840.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$420.00 was paid on November 9, 2010 and is being held by the Landlord.

The Landlord states that the Tenant was served in person on June 21, 2011 by himself and the property manager, L.P. with the notice of hearing package. The property manager attended the hearing by conference call and gave testimony that she witnessed the Tenant personally handed the notice of hearing and evidence package by the Landlord's agent on June 21, 2011 at the rental unit. L.P. was also the Landlord's agent who personally served the 10 day notice to end tenancy for unpaid rent on the

Tenant on June 7, 2011. The notice displayed a move out date of June 17, 2011. The notice also displayed rent arrears of \$840.00 due June 1, 2011 and rent arrears of \$405.00 for May 2011. The Landlord states that at the time of the notice of hearing being served the Tenant was still in possession of the rental unit on June 21, 2011. The Tenant did not pay the rent or file an application for dispute resolution within the allowed 5 days as per the notice. The Landlord states that the Tenant made a subsequent payment of \$420.00. The Landlord states that the Tenant is currently in arrears for \$825.00 rent for June 2011. The Landlord claims that the Tenant has abandoned the rental unit and has not provided a forwarding address.

### Analysis

Based upon the undisputed testimony of the Landlord, I am satisfied that the Tenant was properly served with the notice of hearing package. I also find that the Tenant was properly served with the 10 day notice to end tenancy for unpaid rent. The Tenant has failed to pay the rent or file an application for dispute within the allowed 5 days. The Tenant is presumed to accept that the Tenancy is at an end. The Tenant has abandoned the rental unit.

The Landlord has established a claim for the unpaid rent of \$825.00. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$420.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$455.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$455.00.  
The Landlord may retain the security deposit.

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 13, 2011.

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Residential Tenancy Branch