



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing in person by the resident manager, witnessed and that the tenant signed for the package. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began November 1, 2009 with monthly rent of \$1000.00, monthly parking \$20.00 and the tenant paid a security deposit of \$500.00. On June 8, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant vacated the rental unit on July 3, 2011 and that at the time of vacating the tenant owed the landlord \$375.00 May 2011 rent, \$1000.00 June 2011 rent, \$20.00 June 2011 parking and \$25.00 June 2011 late fee; the tenant did not pay any portion of the July 2011 rent. The landlord stated that the tenant had caused a substantial amount of damage to the rental unit, did not partake in a move-out inspection and did not provide a forwarding address to the landlord.

As the tenant has vacated the rental unit the landlord no longer requires an order of possession and that portion of the landlord's application is hereby dismissed.

The landlord in this application is seeking \$1420.00 compensation in unpaid rent, parking and late fees.

Analysis

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession and a monetary order for unpaid rent.

I find that the landlord has established a claim for \$1420.00 in unpaid rent, parking and late fees.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$1420.00 compensation in unpaid rent, parking and late fees. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$500.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$970.00**.

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: July 19, 2011.

Residential Tenancy Branch